



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. Box 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdcc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

May 18, 2022

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDCC) to enter into an amendment to an existing contract (Contract # 1051465) with Naphcare, Inc., (VC# 222750), 2090 Columbiana Road, Suite 4000, Birmingham, Alabama 35216 for Electronic Healthcare Record (EHR) System Services by extending services to access the SureScripts® National Database of medication history for medical record reconciliation with no change to the price limitation, effective upon Governor and Executive Council approval through June 30, 2024. The original contract, Agreement, was approved by Governor and Executive Council on January 27, 2016, Item #36 and Amendment Agreement A was approved by Governor and Executive Council on March 27, 2019, Item #32. 100% Other (Agency Class 27) Funds: The Agency Class 27 funds used by the NHDCC to reimburse DoIT is 100% General Funds.

Funds for Fiscal Years 2022 and 2023 have been budgeted in the Fiscal Year 2022-2023 biennium operating budget and are anticipated to be available in Fiscal Year 2024, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Amendment B

Account	Job #	FY 2020-2021	FY 2022	FY 2023	FY 2024	Total
DoIT Funds						
010-03-03-030010-76460000-038-509038-Technology Software	3460018	750,000.00	375,000.00	375,000.00	375,000.00	1,875,000.00
010-03-03-030010-76460000-038-500175-Contingency	3460018	100,000.00	40,250.00	41,000.00	41,000.00	222,250.00
010-03-03-030010-76460000-038-500175-SureScripts®	3460018	-	9,750.00	9,000.00	9,000.00	27,750.00
Amendment B Total by FY		850,000.00	425,000.00	425,000.00	425,000.00	2,125,000.00
Original Contract, NaphCare, Inc.						1,475,000.00
Total Contract						\$3,600,000.00


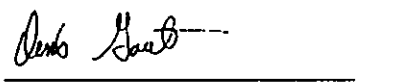
EXPLANATION

This Amendment contract will continue the provision of the TechCare™ Electronic Healthcare Record (EHR) System for the NH Department of Corrections with NaphCare, Inc. which has allowed the Department to convert from a paper medical record to an electronic record system. An electronic healthcare record is an industry standard adopted by the Department which has resulted in ease of access to patient healthcare information at all sites. This has resulted in more efficiency and has enabled us to get information to community healthcare partners in a more rapid fashion.

As this system allows for instant access and sharing of health information, this Amendment will provide additional services, with no change to the price limitation of the contract, to access the SureScripts® National Database of medication history for reconciliation of individual patient medications. Using the SureScripts® National Database of medication history, TechCare™ users (Department healthcare staff) will have access to the past twelve (12) months of a resident's (patient's) medication history in real time which will enhance prescription intelligence, result in accurate prescribing, and ensure continuity of care. The information provided by SureScripts® will become part of the patient's permanent healthcare record and result in improved patient care.

As TechCare™ has enabled the NH Department of Corrections to be at a community-based standard and provide ease of access to health information exchanges, this additional service provision will enhance the Departments' productivity, patient services and increase the quality of patient care.

Respectfully Submitted,


Helen E. Hanks
Commissioner
NH Department of Corrections
Denis Goulet
Commissioner
Department of Information Technology

HH/DG/IK
DoIT # 2014-051B
RID: 39004

CC: Teresa Vincent – DoIT IT Manager
Irene Koffink



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

May 18/2022

Helen E. Hanks
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Naphcare Inc., of Birmingham, Alabama (Vendor #222750) described below and referenced as DoIT No. 2014-051B.

The purpose of this request is to amend the contract with Naphcare, Inc. to extend the services to access the SureScripts® National Database of medication history for medical record reconciliation.

There is no change to the price limitation and no change to the contract completion date. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/ik
2014-051B
cc: Teresa Vincent, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP 2014-051, on January 27, 2016, Item #36 and amended on March 27, 2019, Item # 32, (herein after referred to as the "Agreement"), NaphCare, Inc. (hereinafter referred to as "Contractor" or "NaphCare, Inc.") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the NH Department of Corrections (hereinafter referred to as the "Department" or "NHDOC"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to add Ancillary Medication Services through SureScripts® Medication History for Reconciliation Service;

WHEREAS, The Contractor agrees to provide access to SureScripts® National Database of medication histories for reconciliation and delivery into the correctional care workflow, patient medication history;

WHEREAS, the Contractor agrees to extend all deliverables and services, and support, to include SureScripts® Services.

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

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

TABLE 1: AMENDMENT DETAILS	
Part 2	AMENDED TEXT
Information	
Technology Provision	

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

Section 13.4 Termination Procedure	<p>Add: 13.4.2 g.</p> <p>Except in the event of termination relating to the State's material breach of its payment obligations, for a period of up to three (3) months following termination, expiration or non-renewal of the Contract (the "transition Period"), NaphCare agrees to provide the State continued, uninterrupted and undiminished access to and use of the Application and Services at the contracted fees (prorated monthly) to allow for the orderly transition of the Customer Data to an alternative of the State's choosing. Further, during the Transition Period, NaphCare shall cooperate fully with the State and provide conversion services at NaphCare's hourly rates set forth in Exhibit B, Price and Payment Schedule, Section 1.2, Future Vendor Rates Worksheet, for the purpose of assisting the State in obtaining an orderly migration of the Data to a new platform. NaphCare will provide the State's Data in an industry-standard format and transmission method mutually agreed to by the parties.</p>
Part 2 Information Technology Provision	AMENDED TEXT
Section 20. Periodic Audits	<p>Add: A. Industry Standards</p> <p>NaphCare must comply with several industry standards related to security as outlined below and shall be audited against the SOC II, Type 2 Standards.</p> <ul style="list-style-type: none">• COBIT – Control Objectives for Information Technology• FedRAMP – Federal Risk and Authorization Management Program• HIPPA – Health Insurance Portability and Accountability Act• NIST 800 – National Institute of Standards and Technology
Exhibit A Deliverables	AMENDED TEXT
Section 1.2 General Project Assumptions	<p>Add: F. Statewide Cyber Disruption Plan</p> <p>NaphCare must maintain a detailed and annually reviewed Incident Response Plan which is applicable to the following incidents including but not limited to: interruption of service including denial of service attacks, vulnerability incidents, data loss or compromise, and insider attacks.</p> <p>The NaphCare Computer Security Incident Response Team (CSIRT) leverages a defined lifecycle in conjunction with process Guides to conduct an incident response effort. NaphCare's complete Security Incident Response Plan may be made available upon request to the NHDOC following execution of a Non-Disclosure Agreement (NDA).</p>

State of NH Contract

Date: 4/11/2022

Contractor's Initials: BTM

Page

2 of 8

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

Exhibit B																																																																																																									
Price and Payment Schedule	AMENDED TEXT																																																																																																								
Section Number 10	<div>Delete Table Payment Schedule, and replace with:</div> <table><tr><th>Agency Account #</th><th>SFY 16-19</th><th>SFY 2020</th><th>SFY 2021</th><th>SFY 2022</th><th>SFY 2023</th><th>SFY 2024</th><th>Total</th></tr><tr><td>NHDOC</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Capital</td><td>425,000</td><td></td><td></td><td></td><td></td><td></td><td>425,000</td></tr><tr><td>Medical - Dental</td><td>180,000</td><td></td><td></td><td></td><td></td><td></td><td>180,000</td></tr><tr><td>DoIT</td><td>870,000</td><td></td><td></td><td></td><td></td><td></td><td>870,000</td></tr><tr><td>SFY 16-19 Sub-totals</td><td>1,475,000</td><td></td><td></td><td></td><td></td><td></td><td>1,475,000</td></tr><tr><td>DoIT</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Technology Software 01-03-03-030010-7646-038-509038-OIT</td><td>0</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>1,875,000</td></tr><tr><td>Contingency 01-03-03-030010-7646-038-500175-OIT</td><td>0</td><td>50,000</td><td>50,000</td><td>40,250</td><td>41,000</td><td>41,000</td><td>222,250</td></tr><tr><td>SureScripts® 01-03-03-030010-7646-038-500175-OIT</td><td>0</td><td>0</td><td>0</td><td>9,750</td><td>9,000</td><td>9,000</td><td>27,750</td></tr><tr><td>SFY 20-24 Sub-totals</td><td>0</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>2,125,000</td></tr><tr><td>Total Contract</td><td>1,475,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>3,600,000</td></tr><tr><td>Funding Source % by SFA</td><td>45%</td><td>11%</td><td>11%</td><td>11%</td><td>11%</td><td>11%</td><td>100%</td></tr></table>	Agency Account #	SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Total	NHDOC								Capital	425,000						425,000	Medical - Dental	180,000						180,000	DoIT	870,000						870,000	SFY 16-19 Sub-totals	1,475,000						1,475,000	DoIT								Technology Software 01-03-03-030010-7646-038-509038-OIT	0	375,000	375,000	375,000	375,000	375,000	1,875,000	Contingency 01-03-03-030010-7646-038-500175-OIT	0	50,000	50,000	40,250	41,000	41,000	222,250	SureScripts® 01-03-03-030010-7646-038-500175-OIT	0	0	0	9,750	9,000	9,000	27,750	SFY 20-24 Sub-totals	0	425,000	425,000	425,000	425,000	425,000	2,125,000	Total Contract	1,475,000	425,000	425,000	425,000	425,000	425,000	3,600,000	Funding Source % by SFA	45%	11%	11%	11%	11%	11%	100%
Agency Account #	SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Total																																																																																																		
NHDOC																																																																																																									
Capital	425,000						425,000																																																																																																		
Medical - Dental	180,000						180,000																																																																																																		
DoIT	870,000						870,000																																																																																																		
SFY 16-19 Sub-totals	1,475,000						1,475,000																																																																																																		
DoIT																																																																																																									
Technology Software 01-03-03-030010-7646-038-509038-OIT	0	375,000	375,000	375,000	375,000	375,000	1,875,000																																																																																																		
Contingency 01-03-03-030010-7646-038-500175-OIT	0	50,000	50,000	40,250	41,000	41,000	222,250																																																																																																		
SureScripts® 01-03-03-030010-7646-038-500175-OIT	0	0	0	9,750	9,000	9,000	27,750																																																																																																		
SFY 20-24 Sub-totals	0	425,000	425,000	425,000	425,000	425,000	2,125,000																																																																																																		
Total Contract	1,475,000	425,000	425,000	425,000	425,000	425,000	3,600,000																																																																																																		
Funding Source % by SFA	45%	11%	11%	11%	11%	11%	100%																																																																																																		
Exhibit D																																																																																																									
Administrative Services	AMENDED TEXT																																																																																																								

State of NH Contract

Date: 4/11/2022

Contractor's Initials: *BIM*

Page

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

Section Number 3 Traffic Access	Delete Section 3. Access/Cooperation, Traffic Access, and replace with: State shall allow communication across the following ports within the before mentioned point-to point VPN connection and client-VPN connection methods. TCP-3389 - Remote Desktop TCP 1433, 1434 - SQL TCP 139, 445 - SMB Windows File Share UDP 137, 138 - SMB Windows File Share TCP 443 - SureScripts® ICMP - Ping								
Exhibit G Maintenance and Support Services	AMENDED TEXT								
Section Number 2.1 NaphCare's Responsibility	Delete 2.1 and Replace with the following: NaphCare 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: Service Level Agreement and Definitions <table border="1" data-bbox="459 1172 1463 1772"> <tr> <td data-bbox="459 1172 667 1304">Critical –</td><td data-bbox="667 1172 1463 1304"> Mission critical service not available. System error/defect directly impacting patient care. Application cannot be used. No workaround, bypass or alternative is available. </td></tr> <tr> <td data-bbox="459 1304 667 1436">High –</td><td data-bbox="667 1304 1463 1436"> Mission critical module or portion of service not available. System error/defect directly impacting patient care. A critical portion of the application cannot be used. No workaround, bypass or alternative is available. </td></tr> <tr> <td data-bbox="459 1436 667 1602">Medium –</td><td data-bbox="667 1436 1463 1602"> Unable to normally complete work, work aground is available. System error/defect substantially impacted operations; patient care is manageable via workaround. Application can be used. Workaround, bypass or alternative is available. </td></tr> <tr> <td data-bbox="459 1602 667 1772">Low –</td><td data-bbox="667 1602 1463 1772"> Able to work, would assist with completion of work. System error/defect is not critical. Impact is limited & no risk to patient care. Application can be used. Workaround, bypass or alternative is available. </td></tr> </table>	Critical –	Mission critical service not available. System error/defect directly impacting patient care. Application cannot be used. No workaround, bypass or alternative is available.	High –	Mission critical module or portion of service not available. System error/defect directly impacting patient care. A critical portion of the application cannot be used. No workaround, bypass or alternative is available.	Medium –	Unable to normally complete work, work aground is available. System error/defect substantially impacted operations; patient care is manageable via workaround. Application can be used. Workaround, bypass or alternative is available.	Low –	Able to work, would assist with completion of work. System error/defect is not critical. Impact is limited & no risk to patient care. Application can be used. Workaround, bypass or alternative is available.
Critical –	Mission critical service not available. System error/defect directly impacting patient care. Application cannot be used. No workaround, bypass or alternative is available.								
High –	Mission critical module or portion of service not available. System error/defect directly impacting patient care. A critical portion of the application cannot be used. No workaround, bypass or alternative is available.								
Medium –	Unable to normally complete work, work aground is available. System error/defect substantially impacted operations; patient care is manageable via workaround. Application can be used. Workaround, bypass or alternative is available.								
Low –	Able to work, would assist with completion of work. System error/defect is not critical. Impact is limited & no risk to patient care. Application can be used. Workaround, bypass or alternative is available.								

State of NH Contract

Date: 4/11/2022

Contractor's Initials: BTM

Page

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

Impact

All Departments –	All deployments of the System across all customers are impacted.
Single Deployment –	A single deployment of the System to a single customer, is impacted.
Business Unit –	A single business unit, or function, is impacted across one or many deployments.
Individual User –	A single user is impacted.

B: Response and Resolution Service Level Agreement Definitions

Initial Acknowledgement –	This is an automated response confirming receipt of an issue. This is performed twenty-four (24) hours/day, seven (7) days/week, three-hundred, sixty-five days/year.
Response –	This is the time it takes for an agent from the NaphCare Help Desk to respond to the issue reported.
Resolution –	The time it will take to work and resolve the reported issue.

C: Response and Resolution Service Level Agreement (SLA)

Level	Initial Acknowledgement	Response	Resolution
P1	Five (5) minutes	Thirty (30) minutes	Twenty-four (24) hours
P2	Five (5) minutes	Ninety (90) minutes	Three (3) days
P3	Five (5) minutes	Five (5) days	Eight (8) days
P4	Five (5) minutes	Ten (10) days	Twenty (20) days

State of NH Contract

Date: 4/11/2022

Contractor's Initials: BTM

Page

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B

TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-051	Original Contract	01/27/2016, Item #36	06/30/2019	\$1,475,000.00
2014-051 Amendment A	1 st Amendment	03/27/2019, Item #32	06/30/2024	\$3,600,000.00
2014-051 Amendment B	2nd Amendment	Upon G&C Approval	06/30/2024	\$3,600,000.00
CONTRACT TOTAL				\$3,600,000.00

State of NH Contract

Date: 4/11/2022

Contractor's Initials: BTM

Page

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC - 2014-051
CONTRACT AMENDMENT B

CONTRACTOR

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.



Date: 4/11/2022

Bradford T. McLane, Chief Executive

Officer NaphCare, Inc.

STATE OF NEW HAMPSHIRE



Date: 5/13/2022

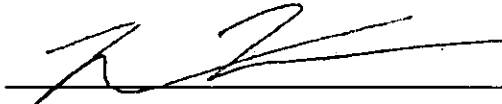
Helen E. Hanks, Commissioner

State of New Hampshire

NH Department of Corrections

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

Approved by the Attorney General



Date: 5/27/22

State of New Hampshire, Department of Justice

State of NH Contract

Date: 4/11/2022

Contractor's Initials: BSM

Page

7 of 8

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
NHDOC – 2014-051
CONTRACT AMENDMENT B**

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: _____

State of New Hampshire, Department of State, Administration

State of NH Contract

Date: 4/11/2022

Contractor's Initials: TSN

Page

8 of 8

State of New Hampshire

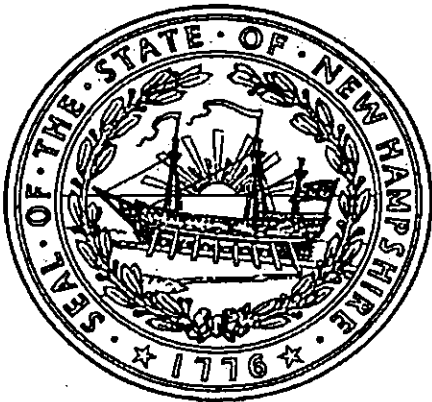
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NAPHCARE, INC. is a Alabama Profit Corporation registered to transact business in New Hampshire on July 14, 2014. 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: 711548

Certificate Number: 0005703941



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of March A.D. 2022.

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

William M. Gardner
Secretary of State



State of New Hampshire
Department of State
2022 ANNUAL REPORT

Filed
Date Filed: 3/3/2022
Effective Date: 3/3/2022
Business ID: 711548
William M. Gardner
Secretary of State

BUSINESS NAME: NAPHCARE, INC.		
BUSINESS TYPE: Foreign Profit Corporation		
BUSINESS ID: 711548		
STATE OF INCORPORATION: Alabama		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
2090 Columbiana Road Suite 4000 Birmingham, AL, 35216, USA		2090 Columbiana Road Suite 4000 Birmingham, AL, 35216, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: Concord Search & Retrieval, Inc. (393867)		
REGISTERED AGENT OFFICE ADDRESS: 10 Ferry Street 313 Concord, NH, 03301, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / Contract with governmental agencies to provide inmate healthcare services.		
OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
B. Lee Harrison	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	President
James S. McLane	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Chairman of the Board of Directors
Bradford T. McLane	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Director
B. Lee Harrison	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Director
Connie Young	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Director
Bradford T. McLane	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Chief Executive Officer
Connie Young	2090 Columbiana Road, Suite 4000, Birmingham, AL, 35216, USA	Chief Financial Officer
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: Chief Financial Officer		
Signature: Connie Young		
Name of Signer: Connie Young		

Certificate of Authority # 2

(Corporation or LLC- Contract Specific, date specific)

Corporate Resolution

I, Connie Young, hereby certify that I am duly elected Clerk/Secretary of
(Name)

NaphCare, Inc.

(Name of Corporation or LLC)

I hereby certify the following is a true copy of a
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April
(Month)

11, 20 22 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Bradford T. McLane, Chief Executive is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of NaphCare, Inc. with the
(Name of Corporation or LLC)

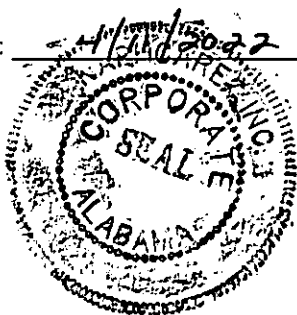
NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be desirable or necessary to
effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the April 11, 20 22. I further certify that it is understood that the State of New
(Month) (Day) (Year)

Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position
indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 4/11/2022



ATTEST: [Signature]

(Name and Title)

Connie Young, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/08/2022

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 VIG, LLC., dba/The Vestavia Group 2090 Columbiana Road, Suite 2300 Birmingham AL 35216	CONTACT NAME: Hunter Williams PHONE (A/C No. Ext): 205-552-0244 FAX (A/C No): 205-244-8072 E-MAIL ADDRESS: Hunter.williams@vestaviagroup.com														
INSURED NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham AL 35216	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ironshore Insurance Company "A" XV</td> <td>25445</td> </tr> <tr> <td>INSURER B: The Travelers Insurance Company "A++" XV</td> <td>19046</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ironshore Insurance Company "A" XV	25445	INSURER B: The Travelers Insurance Company "A++" XV	19046	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Ironshore Insurance Company "A" XV	25445														
INSURER B: The Travelers Insurance Company "A++" XV	19046														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retro date: 12/31/2018 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	HC7BAB5A62002	12/31/2021	12/31/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 8,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 8,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																				
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 8,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			XXXXXXXXXX			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ XXXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$ XXXXXXXXX</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$ XXXXXXXXX</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$ XXXXXXXXX</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXXX	BODILY INJURY (Per person)	\$ XXXXXXXXX	BODILY INJURY (Per accident)	\$ XXXXXXXXX	PROPERTY DAMAGE (Per accident)	\$ XXXXXXXXX		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXXX																				
BODILY INJURY (Per person)	\$ XXXXXXXXX																				
BODILY INJURY (Per accident)	\$ XXXXXXXXX																				
PROPERTY DAMAGE (Per accident)	\$ XXXXXXXXX																				
	\$																				
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			XXXXXXXXXX			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ XXXXXXXXX</td></tr> <tr><td>AGGREGATE</td><td>\$ XXXXXXXXX</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ XXXXXXXXX	AGGREGATE	\$ XXXXXXXXX		\$								
EACH OCCURRENCE	\$ XXXXXXXXX																				
AGGREGATE	\$ XXXXXXXXX																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	UB-1P248768-21-51-K UB-1P250924-21-51-R	09/30/2021	09/30/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr> </table>	<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						
<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																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 It is understood and agreed the Contracting Officer shall be provided a thirty (30) day written notice of cancellation or modification of the policy, as respects their contract with NaphCare, Inc. It is understood and agreed The NH Department of Corrections is named additionally insured.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Corrections Division of Administration PO Box 1806 Concord, NH 03302-1806	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
--	---

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Bradford T. McLane, Chief Executive

Name

Signature


Date

4/11/2021

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Bradford T. McLane, Chief Executive
Name


Signature

4/11/2022
Date


NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Bradford T. McLane, Chief Executive
Name


Signature

4/11/2022
Date

**NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name


Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/13/2022
Date

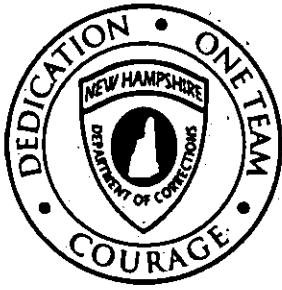
NaphCare, Inc.
Contractor Name


Contractor Representative Signature

Bradford T. McLane
Authorized Contractor Representative Name

Chief Executive
Authorized Contractor Representative Title

4/11/2022
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdcc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Bradford T. McLane, Chief Executive
(Name of Contract Signatory)

Date: 4/11/2022

Signature: _____

(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-785-2964
www.nh.gov/nhdod

Helen E. Hanks
Commissioner

Robin H. Maddaus
Director

January 17, 2019

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

G & C

Pending _____
Approved MARCH 27, 2019
Item # # 32

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOD) to exercise a five-year contract renewal option, with NaphCare, Inc. (VC# 222750), 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, in the amount not to exceed of \$2,125,000.00 increasing the current contract from \$1,475,000.00 to 3,600,000.00, and by extending the completion date to June 30, 2024 from the original completion date of June 30, 2019 for the provision of Electronic Healthcare Record (EHR) System Services, effective upon Governor and Executive Council approval through June 30, 2024. The Governor and Executive Council approved the original contract agreement on January 27, 2016, Item #36. 100% Other (Agency Class 27) Funds: The agency class 27 funds used by the NHDOD to reimburse DoIT is 100% General Funds.

As funds for SFY 2020 and 2021 have been budgeted in the SFY 2020 and 2021 biennium operating budget to OIT Agency Class 027, SFY 2020 through 2024 is contingent upon the availability and continued appropriation of funds with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Amendment Agreement #A							
Account	Job #	SFY 20	SFY 21	SFY 22	SFY 23	SFY 24	Total
DOIT Funds							
010-03-03-030010-7646-038-509038-Electronic Health Records System	3460018	375,000	375,000	375,000	375,000	375,000	1,875,000
010-03-03-030010-7646-038-500175-Agency Software	3460018	50,000	50,000	50,000	50,000	50,000	250,000
Amendment #A Totals by SFY		425,000	425,000	425,000	425,000	425,000	2,125,000
Original Contract, NaphCare, Inc.							1,475,000
Total NaphCare, Inc. Contract							\$3,600,000

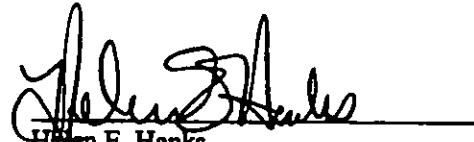
EXPLANATION


This amendment contract will continue the provision of an Electronic Healthcare Record (EHR) System for the NHDOC by providing a cross site electronic transfer of healthcare information from their geographically distant facilities, as well as with our community based healthcare partners.

This system allows for instant access and sharing of health information among health care service providers, not only within the NHDOC, but among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services. Our providers who travel to our multiple sites can assist in triaging emergent care with direct access to the electronic file allowing for enhanced decision making. Information can be provided more immediately when emergency services are contacted to respond on-site rather than filing through a paper record looking for the most recent medical data. The use of electronic health records allows multiple care providers, regardless of location, to simultaneously access a patient's record from any computer. The electronic record can provide up-to-the-minute information on the patient's full history, including current test results and the recommendations of other physicians, allowing more efficient collaboration on multiple facets of a patient's care.

As this product will put the NHDOC at a community based standard and provide ease of access to health information exchanges, it will ensure more efficient patient services, productivity and quality of care.

Respectfully Submitted,


Helen E. Hanks
Commissioner


Denis Goulet
Commissioner
Department of Information Technology

HH/DG/kaf
DoIT #2019-051A
RID: 39004

CC: Ransey Hill, DoIT – IT Leader
Karen Fleming, DoIT – Contracts



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 14, 2018

Helen E. Hanks
Commissioner
Department of Corrections
105 Pleasant Street
Concord, NH 03302-1806

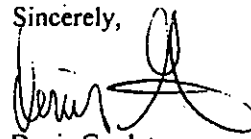
Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract extension amendment with Naphcare Inc., of Birmingham, Alabama (Vendor #222750) described below and referenced as DoIT No. 2014-051A.

The purpose of this contract amendment is for Naphcare Inc. to continue support and maintenance of an Electronic Medical Records System. This amendment provides for the continuation of current service levels, with no new contract provisions other than the extension of the current contract period.

The funding amount for this amendment is \$2,125,000.00, increasing the current contract from \$1,475,000.00 to \$3,600,000.00. This amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/kaf/ck
2014-051A
cc: Ransey Hill, IT Manager, DoIT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5603 FAX: 603-271-5643
TDD Access: 1-800-735-2964

Helen E. Hanks
Commissioner

Benjamin R. Jean
Assistant
Commissioner

November 27, 2018

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action and Explanation
Amendment to Contract Number 2014-51

The NH Department of Corrections (NH DOC) is seeking a five-year renewal contract amendment, Amendment 2014-51 #A, with Naphcare Inc. (VC # 222750) of 2090 Columbiana Road, Suite 4000, Birmingham, Alabama 35216. The original contract, numbered 2014-51, was approved by Governor and Executive Council on January 27, 2016, Item #36 with an option to renew for one (1) additional renewal period for up to five (5) years.

Purpose

Amendment #A will continue the provision of an Electronic Healthcare Record (EHR) System for the NH DOC for an additional five (5) years to commence on July 1, 2019 through June 30, 2024. This amendment provides for the continuation of current service levels, with no new contract provisions other than the extension of the current contract period.

Funding Information

The amount for this contract is \$2,125,000.00 and budgeted in 100% Other (Agency Class 27) funds: The Agency Class 027 used by the NH DOC to reimburse DoIT for this maintenance service is 100% General Funds.

CATE-DEPT#-AGENCY#- ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESCRIPTION	JOB #	FY 20	FY 21	FY 22	FY 23	FY 24	Total Amended
01-03-03-030010-76460000- DOIT - IT for DOC -038-509038 EHR Annual Maintenance	0346001 8	\$375,000	\$375,000	\$375,000	\$375,000	\$375,000	\$1,875,000.00
01-03-03-030010-76460000 - DOIT - IT for DOC -038-500175 EHR Change Requests	0346001 8	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$ 250,000.00
Total		\$425,000	\$425,000	\$425,000	\$425,000	\$425,000	\$2,125,000.00

Prior Related Actions

Document Type	Document Date	G&C Number	G & C Date	Contract Start Date	Contract End Date
Contract-Contracts	9/29/2006	2014-51	01/27/2016	01/27/2016	06/30/2019

Alternatives and Benefits

The TechCare™ Electronic Health Record has been in place under the contract with NaphCare since November, 2016. NaphCare specializes in Correctional Hospital and Mental Health Electronic Health Record Services. The services provided under this contract have allowed the NH DOC to convert from a paper medical record to an electronic record that has provided accurate and timely patient care. Failure to procure this contract amendment will have a considerable impact on patient care.

Open Standards

Amendment #A is a renewal contract for the existing original contract in place for the TechCare™ Electronic Health Record System at the NH DOC, proprietary software to the contractor, NaphCare Inc.

Impact on Other State Agencies and Municipalities

There is no impact on any other state agency. The sole purpose is to provide Electronic Health Record Services to individuals under the responsibility and jurisdiction of the NH DOC.

Supporting Documentation

Draft Amendment Attached, prior RFP and contracts are available on request.

RFP NHD0C 2014-051, NHD0C - RFP 2014-051

Addendum # 1, Addendum #1 to RFP 2014-051

Addendum # 2, Addendum #2 to RFP NHD0C 2014-051 Electronic Health Record System

Addendum # 3, Addendum #3 to RFP NHD0C 2014-051 Electronic Health Record System

Addendum # 4, Addendum #4 to RFP NHD0C 2014-051 Electronic Health Record System

Original Contract, NaphCare, Inc. Electronic Healthcare Record System, G&C 1/27/16, Item #36

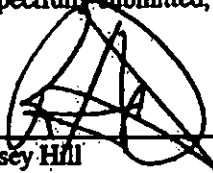
CONTACT PERSON:

Ransey R. Hill
IT Leader - DOC
105 Pleasant St.
Concord, NH 03301
Telephone: (603) 271-4926
Email: ransey.hill@doit.nh.gov

Certification

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



Ransey Hill
IT Leader - DOC
Department of Information Technology



Helen E. Hanks
Commissioner
NH Department of Corrections

RID: 39004
RFP: 2014-051
Contract Number: 2014-51

cc: DoIT Representative (IT Lead for the Agency) - Ransey.Hill@doit.nh.gov
DoIT Contracts and Procurements Manager - karen.fleming@doit.nh.gov

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2014-051, on January 27, 2016, Item # 36, (herein after referred to as the "Agreement"), NaphCare, Inc (hereinafter referred to as "Contractor" or "NaphCare, Inc.") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the NH Department of Corrections (hereinafter referred to as the "Department"), certain sums as specified therein;

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

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

WHEREAS, the Department wishes to increase the contract price by \$2,125,000.00;

WHEREAS, The Contractor agrees to provide Electronic Medical Records System Services;

WHEREAS, the Department and the Contractor wish to extend the completion date from June 30, 2019 to June 30, 2024;

WHEREAS, the Department and the Contractor wish to increase the Contract price by \$2,125,000.00, increasing the total contract price limitation from \$1,475,000.00 to \$3,600,000.00;

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

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

The Form P-37 v. 5/8/15 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from June 30, 2019 to June 30, 2024.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$2,125,000.00 from \$1,475,000.00 to \$3,600,000.00.
3. The Agreement is further amended as described in Table 1:

Table 1

Contract #2014-051	AMENDED TEXT
Part 2 – Information Technology Provisions	
Section 16	Delete Section 16. Dispute Resolution, and replace with:

Contractor Initials: JSN
Date: 12/12/19

Page 1 of 6

Amendment template revision 9/22/17

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A**

	<table><tr><th>LEVEL</th><th>NAPHCARE, INC.</th><th>STATE</th><th>CUMULATIVE ALLOTTED TIME</th></tr><tr><td>Primary</td><td>Charlie Barranco Software Implementation Manager</td><td>Paula Mattis Director, Medical and Forensic Services</td><td>Five (5) Business Days</td></tr><tr><td>First</td><td>Byron Harrison Director of Information Systems</td><td>Bernadette Campbell Deputy Director, Medical and Forensic Services</td><td>Ten (10) Business Days</td></tr><tr><td>Second</td><td>Brad Cain General Counsel</td><td>Helen E. Hanks Commissioner</td><td>Fifteen (10) Business Days</td></tr></table>	LEVEL	NAPHCARE, INC.	STATE	CUMULATIVE ALLOTTED TIME	Primary	Charlie Barranco Software Implementation Manager	Paula Mattis Director, Medical and Forensic Services	Five (5) Business Days	First	Byron Harrison Director of Information Systems	Bernadette Campbell Deputy Director, Medical and Forensic Services	Ten (10) Business Days	Second	Brad Cain General Counsel	Helen E. Hanks Commissioner	Fifteen (10) Business Days								
LEVEL	NAPHCARE, INC.	STATE	CUMULATIVE ALLOTTED TIME																						
Primary	Charlie Barranco Software Implementation Manager	Paula Mattis Director, Medical and Forensic Services	Five (5) Business Days																						
First	Byron Harrison Director of Information Systems	Bernadette Campbell Deputy Director, Medical and Forensic Services	Ten (10) Business Days																						
Second	Brad Cain General Counsel	Helen E. Hanks Commissioner	Fifteen (10) Business Days																						
Contract # 2014-051	AMENDED TEXT																								
Exhibit A																									
Section 2	Delete Section 2. Deliverables, Milestones, and Activities Schedule																								
Contract #2014-051	AMENDED TEXT																								
Exhibit B																									
Section 1.1	Delete Sub-section 1.1 Firm Fixed Price, and replace with:																								
	"This is a Firm Fixed Price (FFP) contract totaling \$3,600,000.00 for the total period between the Effective Date of July 1, 2019 January 27, 2016 through June 30, 2024. NaphCare, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow NaphCare, Inc. to invoice the Sate for the following Deliverables, Milestones, and Activities at fixed pricing/rates appearing in the Price and Payment Table below:"																								
Section 1.1	Delete Table 1.1: Deliverables, Milestones, and Activities Table (without contingency funds), and replace with:																								
	<table><tr><td colspan="2">Period 1: Implementation: January 1, 2016 – December 31, 2016</td></tr><tr><td>Period 1 Total Costs</td><td>\$425,000</td></tr><tr><td colspan="2">Period 2 – 4: Maintenance: January 1, 2017 – June 30, 2019</td></tr><tr><td>Period 2 – 3: January 1, 2017 – June 30, 2018</td><td>\$540,000</td></tr><tr><td>Period 4: July 1, 2018 – June 30, 2019</td><td>\$360,000</td></tr><tr><td>Period 2 – 4 Total Costs</td><td>\$900,000</td></tr><tr><td colspan="2">Period 5 – 9: Maintenance: July 1, 2019 – June 30, 2024</td></tr><tr><td>Period 5: July 1, 2019 – June 30, 2020</td><td>\$375,000</td></tr><tr><td>Period 6: July 1, 2020 – June 30, 2021</td><td>\$375,000</td></tr><tr><td>Period 7: July 1, 2021 – June 30, 2022</td><td>\$375,000</td></tr><tr><td>Period 8: July 1, 2022 – June 30, 2023</td><td>\$375,000</td></tr><tr><td>Period 9: July 1, 2023 – June 30, 2024</td><td>\$375,000</td></tr></table>	Period 1: Implementation: January 1, 2016 – December 31, 2016		Period 1 Total Costs	\$425,000	Period 2 – 4: Maintenance: January 1, 2017 – June 30, 2019		Period 2 – 3: January 1, 2017 – June 30, 2018	\$540,000	Period 4: July 1, 2018 – June 30, 2019	\$360,000	Period 2 – 4 Total Costs	\$900,000	Period 5 – 9: Maintenance: July 1, 2019 – June 30, 2024		Period 5: July 1, 2019 – June 30, 2020	\$375,000	Period 6: July 1, 2020 – June 30, 2021	\$375,000	Period 7: July 1, 2021 – June 30, 2022	\$375,000	Period 8: July 1, 2022 – June 30, 2023	\$375,000	Period 9: July 1, 2023 – June 30, 2024	\$375,000
Period 1: Implementation: January 1, 2016 – December 31, 2016																									
Period 1 Total Costs	\$425,000																								
Period 2 – 4: Maintenance: January 1, 2017 – June 30, 2019																									
Period 2 – 3: January 1, 2017 – June 30, 2018	\$540,000																								
Period 4: July 1, 2018 – June 30, 2019	\$360,000																								
Period 2 – 4 Total Costs	\$900,000																								
Period 5 – 9: Maintenance: July 1, 2019 – June 30, 2024																									
Period 5: July 1, 2019 – June 30, 2020	\$375,000																								
Period 6: July 1, 2020 – June 30, 2021	\$375,000																								
Period 7: July 1, 2021 – June 30, 2022	\$375,000																								
Period 8: July 1, 2022 – June 30, 2023	\$375,000																								
Period 9: July 1, 2023 – June 30, 2024	\$375,000																								

Contractor Initials: JS

Date: 2/2/19

Page 2 of 6

Amendment template revision 9/22/17

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A**

	<table><tr><td>Period 5 – 9 Total Costs</td><td>\$1,875,000</td></tr><tr><td>Total Implementation and Maintenance – 9 Periods</td><td>\$3,200,000</td></tr></table>	Period 5 – 9 Total Costs	\$1,875,000	Total Implementation and Maintenance – 9 Periods	\$3,200,000																																												
Period 5 – 9 Total Costs	\$1,875,000																																																
Total Implementation and Maintenance – 9 Periods	\$3,200,000																																																
Section 1.2	Delete Table 1.2: Future Vendor Rates Worksheet, and replace with:																																																
	<table><tr><th rowspan="3">Position Title</th><th>Period 1</th><th>Period 2</th><th>Period 3</th><th>Period 4</th><th>Period 5</th></tr><tr><th>SFY 2020</th><th>SFY 2021</th><th>SFY 2022</th><th>SFY 2023</th><th>SFY 2024</th></tr><tr><th>July 1 2019 – June 30, 2020</th><th>July 1 2020 – June 30, 2021</th><th>July 1 2021 – June 30, 2022</th><th>July 1 2022 – June 30, 2023</th><th>July 1 2023 – June 30, 2024</th></tr><tr><td>Management</td><td>\$180</td><td>\$180</td><td>\$180</td><td>\$180</td><td>\$180</td></tr><tr><td>Software Development</td><td>\$180</td><td>\$180</td><td>\$180</td><td>\$180</td><td>\$180</td></tr></table>	Position Title	Period 1	Period 2	Period 3	Period 4	Period 5	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	July 1 2019 – June 30, 2020	July 1 2020 – June 30, 2021	July 1 2021 – June 30, 2022	July 1 2022 – June 30, 2023	July 1 2023 – June 30, 2024	Management	\$180	\$180	\$180	\$180	\$180	Software Development	\$180	\$180	\$180	\$180	\$180																				
Position Title	Period 1		Period 2	Period 3	Period 4	Period 5																																											
	SFY 2020		SFY 2021	SFY 2022	SFY 2023	SFY 2024																																											
	July 1 2019 – June 30, 2020	July 1 2020 – June 30, 2021	July 1 2021 – June 30, 2022	July 1 2022 – June 30, 2023	July 1 2023 – June 30, 2024																																												
Management	\$180	\$180	\$180	\$180	\$180																																												
Software Development	\$180	\$180	\$180	\$180	\$180																																												
Section 1.3	Delete Table 1.3: Software Licensing, Maintenance, and Support Pricing Worksheet, and replace with:																																																
	<table><tr><th rowspan="2">Software Name</th><th colspan="5">Maintenance Support and Upgrades</th></tr><tr><th>SFY 2020</th><th>SFY 2021</th><th>SFY 2022</th><th>SFY 2023</th><th>SFY 2024</th></tr><tr><td>TechCare™</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td></tr></table>	Software Name	Maintenance Support and Upgrades					SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	TechCare™	375,000	375,000	375,000	375,000	375,000																															
Software Name	Maintenance Support and Upgrades																																																
	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024																																												
TechCare™	375,000	375,000	375,000	375,000	375,000																																												
Section 1.5	Delete Table 1.5: Pricing Summary (with contingency funds), and replace with:																																																
	<table><tr><th rowspan="2">TechCare™ Pricing Summary</th><th colspan="6">Maintenance Support and Upgrades</th></tr><tr><th>SFY 16-19</th><th>SFY 2020</th><th>SFY 2021</th><th>SFY 2022</th><th>SFY 2023</th><th>SFY 2024</th></tr><tr><td>Table 1.1 Deliverables</td><td>425,000</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td><td>\$0</td></tr><tr><td>Table 1.3 Software Licensing, Maintenance & Support</td><td>900,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td></tr><tr><td>Contingency Fund</td><td>150,000</td><td>50,000</td><td>50,000</td><td>50,000</td><td>50,000</td><td>50,000</td></tr><tr><td>Subtotals</td><td>1,475,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td></tr><tr><td>Grand Total</td><td colspan="6">\$3,600,000</td></tr></table>	TechCare™ Pricing Summary	Maintenance Support and Upgrades						SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Table 1.1 Deliverables	425,000	\$0	\$0	\$0	\$0	\$0	Table 1.3 Software Licensing, Maintenance & Support	900,000	375,000	375,000	375,000	375,000	375,000	Contingency Fund	150,000	50,000	50,000	50,000	50,000	50,000	Subtotals	1,475,000	425,000	425,000	425,000	425,000	425,000	Grand Total	\$3,600,000					
TechCare™ Pricing Summary	Maintenance Support and Upgrades																																																
	SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024																																											
Table 1.1 Deliverables	425,000	\$0	\$0	\$0	\$0	\$0																																											
Table 1.3 Software Licensing, Maintenance & Support	900,000	375,000	375,000	375,000	375,000	375,000																																											
Contingency Fund	150,000	50,000	50,000	50,000	50,000	50,000																																											
Subtotals	1,475,000	425,000	425,000	425,000	425,000	425,000																																											
Grand Total	\$3,600,000																																																
Section 2	Delete Contract Price, and replace with:																																																
	<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 \$3,600,000.00 (“Total Contract Price”). The payment by the State of the total Contract Price shall be the only, and the complete reimbursement to NaphCare, Inc. for all fees and expenses, of whatever nature, incurred by NaphCare, Inc. in the performance thereof.”</p>																																																

Contractor Initials: JSd
Date: 10/12/18

Page 3 of 6

Amendment template revision 9/22/17

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A**

Section 10	Delete Table Payment Schedule, and replace with:																																																																																																																														
	<table><tr><th>Agency Account #</th><th>SFY 16-19</th><th>SFY 2020</th><th>SFY 2021</th><th>SFY 2022</th><th>SFY 2023</th><th>SFY 2024</th><th>Total</th></tr><tr><td>NHDOC</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Capital</td><td>425,000</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>425,000</td></tr><tr><td>Medical - Dental</td><td>180,000</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>180,000</td></tr><tr><td>DoIT</td><td>870,000</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>870,000</td></tr><tr><td>SFY 16-19 Sub-totals</td><td>1,475,000</td><td>0</td><td>0</td><td>0</td><td>0</td><td>0</td><td>1,475,000</td></tr><tr><td>DoIT</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Technology Software</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>01-03-03-030010-7646-038-509038-OIT</td><td>0</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>375,000</td><td>1,875,000</td></tr><tr><td>Contingency</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>01-03-03-030010-7646-038-500175-OIT</td><td>0</td><td>50,000</td><td>50,000</td><td>50,000</td><td>50,000</td><td>50,000</td><td>250,000</td></tr><tr><td>SFY 20-24 Sub-totals</td><td>0</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>2,125,000</td></tr><tr><td>Total Contract</td><td>1,475,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>425,000</td><td>3,600,000</td></tr><tr><td>Funding Source % by SFY</td><td>45%</td><td>11%</td><td>11%</td><td>11%</td><td>11%</td><td>11%</td><td>100%</td></tr><tr><td>Grand Total</td><td colspan="6">53,600,000</td><td></td></tr></table>	Agency Account #	SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Total	NHDOC							Capital	425,000	0	0	0	0	0	425,000	Medical - Dental	180,000	0	0	0	0	0	180,000	DoIT	870,000	0	0	0	0	0	870,000	SFY 16-19 Sub-totals	1,475,000	0	0	0	0	0	1,475,000	DoIT								Technology Software								01-03-03-030010-7646-038-509038-OIT	0	375,000	375,000	375,000	375,000	375,000	1,875,000	Contingency								01-03-03-030010-7646-038-500175-OIT	0	50,000	50,000	50,000	50,000	50,000	250,000	SFY 20-24 Sub-totals	0	425,000	425,000	425,000	425,000	425,000	2,125,000	Total Contract	1,475,000	425,000	425,000	425,000	425,000	425,000	3,600,000	Funding Source % by SFY	45%	11%	11%	11%	11%	11%	100%	Grand Total	53,600,000													
	Agency Account #	SFY 16-19	SFY 2020	SFY 2021	SFY 2022	SFY 2023	SFY 2024	Total																																																																																																																							
	NHDOC																																																																																																																														
	Capital	425,000	0	0	0	0	0	425,000																																																																																																																							
	Medical - Dental	180,000	0	0	0	0	0	180,000																																																																																																																							
	DoIT	870,000	0	0	0	0	0	870,000																																																																																																																							
	SFY 16-19 Sub-totals	1,475,000	0	0	0	0	0	1,475,000																																																																																																																							
	DoIT																																																																																																																														
	Technology Software																																																																																																																														
	01-03-03-030010-7646-038-509038-OIT	0	375,000	375,000	375,000	375,000	375,000	1,875,000																																																																																																																							
	Contingency																																																																																																																														
	01-03-03-030010-7646-038-500175-OIT	0	50,000	50,000	50,000	50,000	50,000	250,000																																																																																																																							
	SFY 20-24 Sub-totals	0	425,000	425,000	425,000	425,000	425,000	2,125,000																																																																																																																							
	Total Contract	1,475,000	425,000	425,000	425,000	425,000	425,000	3,600,000																																																																																																																							
Funding Source % by SFY	45%	11%	11%	11%	11%	11%	100%																																																																																																																								
Grand Total	53,600,000																																																																																																																														
Contract #2014-051	AMENDED TEXT																																																																																																																														
Exhibit I Work Plan																																																																																																																															
Section 7	Delete Section 7. Preliminary Work Plan																																																																																																																														

Table 2 CONTRACT HISTORY 2014-051 – Electronic Health Records System


CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2014-051	Original Contract	January 27, 2016 Item #36	June 30, 2019	\$1,475,000.00
2014-051 Amendment A	1 st Amendment	Upon G&C Approval	June 30, 2024	\$2,125,000.00
CONTRACT TOTAL				\$3,600,000.00

Contractor Initials: Tsal
Date: 12/12/18

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A

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.



James S. McLane, Chief Executive Officer
NaphCare, Inc.

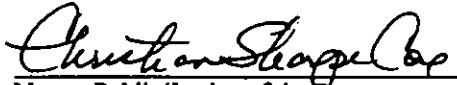
Date: 12/12/18

Corporate Signature Notarized:

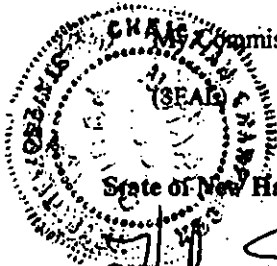
STATE OF Alabama
COUNTY OF Jefferson

On this the 12 day of December, 2018, before the undersigned officer, personally appeared the person identified directly above, of satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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




Notary Public/Justice of the Peace



Commission Expires:

MY COMMISSION EXPIRES:
December 16, 2018

State of New Hampshire



Helen E. Hanks, Commissioner
State of New Hampshire
NH Department of Corrections

Date: 1/18/19

Contractor Initials: JSK
Date: 12/12/18

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
ELECTRONIC MEDICAL RECORDS SYSTEM
2014-051
CONTRACT AMENDMENT A

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

Approved by the Attorney General


State of New Hampshire, Department of Justice

Date: 2/7/19

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

Office of the Secretary of State

By: 

Title:

DEPUTY SECRETARY OF STATE

Date:

MAR 27 2019

Contractor Initials: _____
Date: _____

Page 6 of 6

Amendment template revision 9/22/17

State of New Hampshire

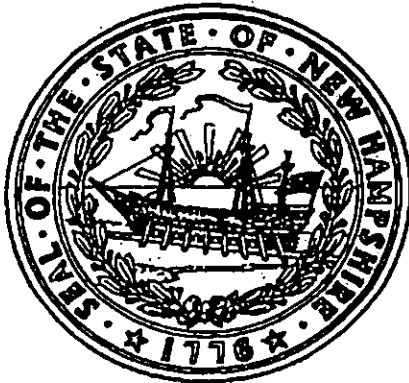
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NAPHCARE, INC. is a Alabama Profit Corporation registered to transact business in New Hampshire on July 14, 2014. 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: 711548

Certificate Number : 0004361663



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2019.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: NAPHCARE, INC.	Business ID: 711548
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 07/14/2014	Name in State of Incorporation: NAPHCARE, INC.
Date of Formation in Jurisdiction: 07/14/2014	
Principal Office Address: 2090 Columbiana Road Suite 4000, Birmingham, AL, 35216, USA	Mailing Address: 2090 Columbiana Road Suite 4000, Birmingham, AL, 35216, USA
Citizenship / State of Incorporation: Foreign/Alabama	
	Last Annual Report Year: 2018
	Next Report Year: 2019
Duration: Perpetual	
Business Email: brad.cain@naphcare.com	Phone #: 205-536-8400
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Contract with governmental agencies to provide inmate healthcare services.	

Page 1 of 1, records 1 to 1 of 1

Principals Information**Name/Title****Business Address**

B. Harrison Lee / President

2090 Columbiana Road, Suite 4000, Birmingham, AL,
35216, USA

Connie Young / Secretary

2090 Columbiana Road, Suite 4000, Birmingham, AL,
35216, USAJames McLane S. / Chairman of the Board of
Directors2090 Columbiana Road, Suite 4000, Birmingham, AL,
35216, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: Concord Search & Retrieval, Inc.

Registered Office 10 Ferry Street 313, Concord, NH, 03301, USA
Address:Registered Mailing 10 Ferry Street 313, Concord, NH, 03301, USA
Address:**Trade Name Information**

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information**Trademark
Number****Trademark Name****Business Address****Mailing Address**

No records to view.

[Filing History](#)[Address History](#)[View All Other Addresses](#)[Name History](#)[Shares](#)[Businesses Linked to Registered Agent](#)[Return to Search](#)[Back](#)NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

Certificate of Authority # 2

(Corporation or LLC- Contract Specific, date specific)

Corporate Resolution

I, Connie Young, hereby certify that I am duly elected ~~Clerk/Secretary~~ of
(Name)

NaphCare, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on December
(Month)

22, 20 15 at which a quorum of the Directors/~~shareholders~~ were present and voting.
(Day) (Year)

VOTED: That James S. McLane, Chief Executive Officer is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of NaphCare, Inc. with the
(Name of Corporation or LLC)

NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be desirable or necessary to

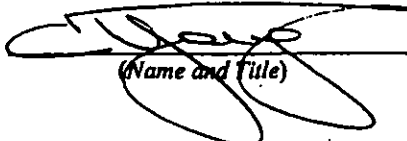
effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of

December 12th, 20 18, the date of when 2014-051 Contract Amendment A was signed. I
(Month) (Day) (Year)

further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 12/12/19

ATTEST: 
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

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 VIG, LLC, dba/The Vestavia Group 2090 Columbiana Road, Suite 4400 Birmingham, AL 35216		CONTACT NAME: PHONE (A/C, Hk, Ext): 205-552-0244 FAX (A/C, Hk): 205-244-8072 EMAIL: susan.crain@naphcare.com ADDRESS:	
INSURED NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham AL 35216		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance "A" XIV 14375 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

DESCRIPTION	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N	#003886500	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOD AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
			Not Applicable			
			Not Applicable			
			Not Applicable			
			Not Applicable			

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

It is understood and agreed The New Hampshire Department of Corrections shall be named as Additional Insured as respects their contract with NaphCare, Inc.

CERTIFICATE HOLDER

State of New Hampshire
Department of Corrections
P. O. Box 1806
Concord, NH 03302

CANCELLATION

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

Susan W. Crain

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2018

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 VIG, LLC, dba/The Vestavia Group 2090 Columbiana Road, Suite 2300 Birmingham AL 35216		CONTACT NAME: Susan Crain PHONE (A/C No. Ext.): 205-552-0244 FAX (A/C No.): 205-244-8072 EMAIL ADDRESS:																								
INSURED NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham AL 35216		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Ironshore Specialty Insurance</td><td>"A" XV</td><td>14375</td></tr><tr><td>INSURER B:</td><td>The Travelers Insurance Company</td><td>"A+" XV</td><td>19046</td></tr><tr><td>INSURER C:</td><td></td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>	INSURER A:	Ironshore Specialty Insurance	"A" XV	14375	INSURER B:	The Travelers Insurance Company	"A+" XV	19046	INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER A:	Ironshore Specialty Insurance	"A" XV	14375																							
INSURER B:	The Travelers Insurance Company	"A+" XV	19046																							
INSURER C:																										
INSURER D:																										
INSURER E:																										
INSURER F:																										

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

TYPE OF INSURANCE	ADDL. BULK (R/RD/VOO)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS																					
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Not Applicable			<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Per occurrence)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	XXXXXXXX	DAMAGE TO RENTED PREMISES (Per occurrence)	\$	XXXXXXXX	MED EXP (Any one person)	\$	XXXXXXXX	PERSONAL & ADV INJURY	\$	XXXXXXXX	GENERAL AGGREGATE	\$	XXXXXXXX	PRODUCTS - COMP/OP AGG	\$	XXXXXXXX		\$	
EACH OCCURRENCE	\$	XXXXXXXX																								
DAMAGE TO RENTED PREMISES (Per occurrence)	\$	XXXXXXXX																								
MED EXP (Any one person)	\$	XXXXXXXX																								
PERSONAL & ADV INJURY	\$	XXXXXXXX																								
GENERAL AGGREGATE	\$	XXXXXXXX																								
PRODUCTS - COMP/OP AGG	\$	XXXXXXXX																								
	\$																									
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Not Applicable			<table border="1"><tr><td>COMBINED SINGLE LIMIT (Per accident)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Per accident)	\$	XXXXXXXX	BODILY INJURY (Per person)	\$	XXXXXXXX	BODILY INJURY (Per accident)	\$	XXXXXXXX	PROPERTY DAMAGE (Per accident)	\$	XXXXXXXX		\$							
COMBINED SINGLE LIMIT (Per accident)	\$	XXXXXXXX																								
BODILY INJURY (Per person)	\$	XXXXXXXX																								
BODILY INJURY (Per accident)	\$	XXXXXXXX																								
PROPERTY DAMAGE (Per accident)	\$	XXXXXXXX																								
	\$																									
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Not Applicable			<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>XXXXXXXX</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	XXXXXXXX	AGGREGATE	\$	XXXXXXXX		\$													
EACH OCCURRENCE	\$	XXXXXXXX																								
AGGREGATE	\$	XXXXXXXX																								
	\$																									
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Standard in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	N	TC20-UB-9D896241-18 TRO-UB-9D896243-18	09/30/2018 09/30/2019	<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	PER STATUTE	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													
PER STATUTE	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																									
A Professional Liability Claims Made	Y N	#003886500	12/31/2018 12/31/2019		<table border="1"><tr><td>Each Med. Incident</td><td>1,000,000</td></tr><tr><td>Ann. Aggregate</td><td>5,000,000</td></tr></table>	Each Med. Incident	1,000,000	Ann. Aggregate	5,000,000																	
Each Med. Incident	1,000,000																									
Ann. Aggregate	5,000,000																									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire, Department of Corrections,
Electronic Health Record System Contract 2014-051.
It is understood and agreed NaphCare, Inc., will provide thirty (30) days written notice to the Contracting Officer, William L. Wrenn, Commissioner, or his successor of cancellation or any material modification of the policies.

CERTIFICATE HOLDER State of New Hampshire Department of Corrections Division of Administration Contract/Grant Unit	CANCELLATION 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
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

James S. McLane
Name


Signature

12/12/18
Date

Jessica Herbinger
Witness Name



Signature

12/12/18
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

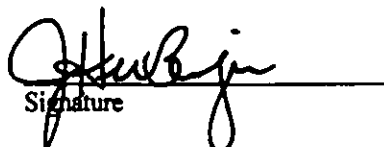
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

James S. McLane
Name


Signature

12/12/18
Date

Jessica Horbinger
Witness Name


Signature

12/12/18
Date

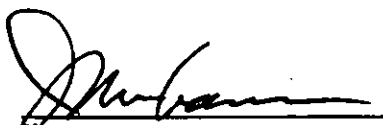
NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

James S. McLane
Name


Signature

12/12/18
Date

Jessica Herbing
Witness Name


Signature

12/12/18
Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

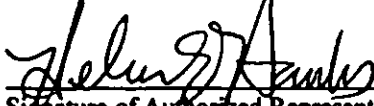
e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections

State of New Hampshire Agency Name



Signature of Authorized Representative

Helen E. Hanks

Authorized DOC Representative Name

Commissioner

Authorized DOC Representative Title

1/18/19

Date

NaphCare, Inc.

Contractor Name



Contractor Representative Signature

James S. McLane

Authorized Contractor Representative Name

Chief Executive Officer

Authorized Contractor Representative Title

12/12/18

Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen E. Hanks
Commissioner

Robin Maddaus
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): James S. McLane
(Name of Contract Signatory)

Date: 12/12/18

Signature:
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-6610 FAX: 603-271-6639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

January 13, 2016

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

G & C

Pending _____

Approved JAN. 27, 2016

Item # # 36

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections (NHDOC) to enter into a contract with NaphCare, Inc. (VC # 222750), 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, in the amount of \$1,475,000.00, for the provision of Electronic Health Record (EHR) System services effective upon Governor and Executive Council approval through June 30, 2019. 28.8% Capital (General) Funds, 59% DoIT (Agency class 027 General Funds), 12.2% General Funds

Funding is available as follows in SFY 2016 and SFY 2017 operating budget and in SFY 2018 and SFY 2019 contingent upon the availability and continued appropriation of funds with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

NaphCare, Inc.

Account	Description	Job #	SFY 16	SFY 17	SFY 18	SFY 19
NHDOC Funds						
02-46-46-00030-1291-034-500099	NHDOC Capital Funds	03460009	425,000.00	0.00	0.00	0.00
02-46-46-00010-8234-103-502664	NHDOC Medical-Dental	03460009	0.00	180,000.00	0.00	0.00
% NHDOC Capital & General Funds			28.8%	12.2%	0%	0%
DOIT Funds						
010-03-03-030010-7646-038-500175-OIT Technology Software Funds	OIT Funds	03460009	0.00	0.00	360,000.00	360,000.00
010-03-03-030010-7646-038-500175-OIT Contingency Funds	OIT Funds	03460009	0.00	50,000.00	50,000.00	50,000.00
% of OIT - General Funds			0%	3%	28%	28%
Totals by SFY			425,000.00	230,000.00	410,000.00	410,000.00
Total NaphCare, Inc. Contract						\$ 1,475,000.00

EXPLANATION

This contract will provide a Commercial-Off-The-Shelf (COTS) software system and associated services for the New Hampshire Department of Corrections to create cross site electronic transfer of healthcare information from their geographically distant facilities, as well as with their community based healthcare partners, to provide appropriate healthcare services to clients under the custody and care of the NHDOC. The product in turn will put the NHDOC at a community based standard and provide ease of access to health information exchanges. In addition, this contract will provide a solution to the current paper based medical record with an electronic alternative that will ensure patient safety and efficient patient services. This system will allow for instant access and sharing of health information among health care service providers, not only within the NHDOC but also among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services. The system will work to reduce errors inherent with a paper record process. Our providers who travel to our multiple sites can assist in triaging emergent care with direct access to the electronic file allowing for enhanced decision making. Information can be provided more immediately when emergency services are contacted to respond on-site rather than filing through a paper record looking for the most recent medical data. Our inmates often require the care of multiple doctors, tracking his or her history, including allergies, blood type, current medications, past procedures and other relevant information can be problematic when relying on paper charts. The use of electronic health records allows multiple care providers, regardless of location, to simultaneously access a patient's record from any computer. The electronic record can provide up-to-the-minute information on the patient's full history, including current test results and the recommendations of other physicians, allowing more efficient collaboration on multiple facets of a patient's care. An electronic health records system of information eliminates the problem of lost and/or misplaced patient files, mitigates physical paper flow and storage issues and increases efficiency, productivity and quality of care for the inmate population.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for ten (10) consecutive weeks and notified ten (10) potential vendors of the RFP posting. As a result of the issuance of the RFP, seven (7) potential vendors, responded by submitting their proposal. After the review of the proposals, in accordance with the RFP Terms and Conditions, the New Hampshire Department of Corrections awarded the contract, in the amount of \$1,475,000.00, to NaphCare, Inc.

This RFP was scored utilizing a consensus methodology by a six (6) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Dr. Jeffrey Fetter, Chief Medical Officer, Division of Medical & Forensic Services; Paula Mattis, Director, Division of Medical & Forensic Services; Ransey Hill, Deputy Director, Division of Medical & Forensic Services; Linda Socha, IT Manager IV, NH Department of Information Technology; Joyce Leeka, Medical Operations Administrator, Division of Medical & Forensic Services and Jennifer Lind, Contract & Grant Administrator, Division of Administration.

Respectfully Submitted,



William L. Wrenn
Commissioner



October 25, 2016

Helen Hanks
Assistant Commissioner
New Hampshire Department of Corrections
105 Pleasant Street
Concord NH 03302-1806

RE: TechCare® EHR Go-Live Activities & Commitment for New Hampshire DOC

Dear Ms. Hanks:

The preceding months' hard work on both the State's and NaphCare's side are approaching concrete results as we enter into the final stages for the deployment of TechCare within your facilities. As we approach these final stages, we would like to review and confirm several important items below:

- 1) Timeline: The below table outlines items essential to the successful go-live of TechCare. Please review this schedule to ensure it meets the expectations of your team.
 - Week of 10/18/16 – Live, Online Introductory Training
 - Week of 10/24/16 – Live, Online Introductory Training
 - Week of 10/31/16 – On-site Super User Training
 - Week of 11/7/16 – On-site User Training & Migration Activities
 - 11/14/16 – 11/20/16 - TechCare Go-Live with NaphCare Training Team on-site
- 2) Data Migration Approach: Having a well populated EHR on the first day of go-live is critical to the overall success of the project. To accomplish this, NaphCare focuses on confirming population of the following key items along with the expected approach for the import.

Medications

Prescriptions

Kafos (CIPS pharmacy vendor) outputs a full data extract of active and future medications ~2 weeks before go live that includes NDC number, Drug Name, Drug Strength, Start Date, Duration and Prescriber NPI amongst other fields. TechCare's development confirms accuracy, sig, frequency, etc and runs the import.

NaphCare's Pharmacy is consulted should an exception occur, and the initial extract can be re-imported following further improvements with NaphCare Pharmacy user's input. Resources are then scheduled to perform a Go-Live extract and import closer to go live (usually morning of).

Formulary

State Pharmacy users export a text file report from CIPS of all formulary medications by NDC number. NaphCare's Implementation Team uses an algorithm to convert those



NDCs into Medispan's unique numbers for automatic import into TechCare's DRUGS table as the Formulary Category. This is a one-time import to sync the system for go live, and pharmacy staff is shown how to manually update formularies in TechCare going forward.

Allergies

Kalos outputs a full data extract of all active patients' medications allergies. A crosswalk of CIPS-to-Medispan allergies is utilized to confirm accurate import and to ensure TechCare existing drug-to-drug and drug-to-allergy interactions can occur. Allergies added via TechCare going forward are automatically and necessarily sent via TechCare's interface with CIPS.

Appointments

During the week of 11/1, the medical records staff (for Medical and Behavioral Health appointments) will have their login credentials activated in the Production TechCare system in order to input and review currently scheduled appointments.

Problem Lists, Flags, Chronic Conditions

During the week of 11/1, the Medical Records team will be adding Chronic flags to TechCare as well as critical Medical and Behavioral Health Problems / Flags, eg *Interstate Compact*.

Diets

During the week of 11/1, the on-staff nutritionist and or medical records staff will have their login credentials activated in the Production TechCare system in order to manually enter all diets.

Legacy Documents (Paper Charts)

Medical Records staff has been scanning paper charts into the State owned document management system, FileHold. TechCare's Main Screen has been updated to allow the user to simply search for a patient and access the legacy paper chart by clicking the *FileHold* button.

- 3) Phase II Billing: As of the writing of this letter, the County customized version of the TechCare application is completed and has been delivered. NaphCare will plan to invoice Phase II of the project to the State following the contract.
- 4) Confirmation of Go-Live Events: Attached to the letter is a signature page indicating a GoLive date of November 15, 2016. We request a review of this letter and, if agreed, commitment on the timing of the remaining events so that NaphCare resources can be formally scheduled for training and GoLive. We request this confirmation no later than 2 weeks prior to go-live, November 1, 2016.



NaphCare remains committed to working with the State on the finalization of this project and looks forward to a successful go-live. Should you have any questions regarding this matter, please feel free to contact me at (205) 552-1734 at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Byron Harrison".

Byron P. Harrison, MS
Director of Information Systems

cc: Paula Mattis
Ransey Hill
Linda Socha



TechCare EHR Implementation Commitment

ACCEPTANCE of TechCare Go-Live, November 15, 2016

by

NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By:

A handwritten signature in cursive script, appearing to read "Helen E. Hanks", written over a horizontal line.

Name:

Helen E. Hanks

Title:

Assistant Commissioner

Signed Date:

October 26th 2016



September 14, 2016

Helen Hanks
Assistant Commissioner
New Hampshire Department of Corrections
PO Box 1806
Concord, NH 03302

RE: TechCare® EHR Services for New Hampshire Department of Corrections

Dear Assistant Commissioner Hanks:

NaphCare is pleased to achieve a critical milestone in the implementation of the TechCare® EHR System for New Hampshire Department of Corrections. Specifically, we have completed the requirements gathering phase of the project which allows our team of developers to begin the process of developing the tailored version of TechCare® for your facilities.

Along with this letter we have provided Version 1.3 of the requirements document which is the result of several detailed sessions with State subject matter experts on the present and future, State-specific, version of the TechCare® application. The application functionality described in this document will be included in the go-live version of the TechCare® System for the State. Accordingly, there are no circumstances which may result in revisions to the requirements document at this point in the project. Any new functionality outside the scope of the requirements document will be postponed to a future release date. This is to ensure timely implementation and a stable version of the application for testing, training and go-live.

Should you have any questions regarding this matter, please feel free to contact me at (205) 552-1734 at your convenience. We are committed to fully implementing our EHR in your facilities while maintaining a high level of operability and patient care. Finally, I have included signature blocks on the following page to simplify the sign off on the requirements document and go-live.

Sincerely,

A handwritten signature in black ink, appearing to read "Byron Harrison".

Byron P. Harrison, MS
Director of Information Systems
NaphCare, Inc.

cc: Paula Mattis
Linda Socha
Ransey Hill



TechCare EHR Implementation Commitments

ACCEPTANCE of v1.3 of TechCare Requirements Document

by

The State of New Hampshire Department of Corrections

By: Helen Hanks

Name: Helen Hanks

Title: Assistant Commissioner

Signed Date: 9/23/16

*pursuant to my review of
Medical & Forensic Leadership
e-mails HHH*



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

January 12, 2016

William L. Wrenn
Commissioner
Department of Corrections
P.O. Box 1806
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with NaphCare, Inc. (NaphCare) to provide and support an Electronic Medical Records System as described below and referenced as DoIT No. 2014-051.

The purpose of this contract is to provide an Electronic Medical Records System to replace the current paper based medical records that will help ensure patient safety and efficient patient services. It will allow for instant access and sharing of health information between the State and authorized health care service providers. It shall become effective upon Governor and Executive Council approval and extend through June 30, 2019, with the option to renew for an additional five years. The total contract value is \$1,475,000.

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

Sincerely,

Denis Goulet

DG/dcp

cc: Ransey Hill, DOIT IT Lead at DOC
David Perry, DoIT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-6610 FAX: 603-271-6639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

January 7, 2016

Denis Goulet
Commissioner
Department of Information Technology
27 Hazen Drive
Concord, NH 03301

Requested Action

Authorize the New Hampshire Department of Corrections (NH DOC) to enter into a contract with NaphCare, Inc. (Vendor # 222750), 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216, for the provision of an Electronic Health Record (EHR) System in the amount not to exceed \$1,475,000.00 with a completion date of June 30, 2019.

The purpose of this contract is to provide solution to the current paper based medical record with an electronic alternative that will ensure patient safety and efficient patient services. This system will allow for instant access and sharing of health information among health care service providers, not only within the NH DOC but also among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services.

Funding for this contract will come from two sources: NH DOC Capital Funds and NH DOC Class 027.

Funding is available in the NH DOC Capital Funds, NH DOC Medical-Forensic Funds and NH DOC Agency Technology-Software accounts for State Fiscal Year (SFY) 2016-2019, contingent upon the availability and continued appropriation of funds.

Account	Job #	Description	SFY 2016	SFY 2017	SFY 2018	SFY 2019	Amount
02-46-46-460030-1291- 034-500099	03460008	NHDOC Capital Funds	425,000	0	0	0	\$425,000
02-46-46-465010-8234- 103-502664	03460008	NHDOC Medical- Forensic Funds	0	180,000	0	0	\$180,000
010-003-7646-038- 0175	03460008	OIT Funds	0	0	360,000	360,000	\$720,000
010-003-7646-038- 0175	03460008	OIT Contingency Funds	0	50,000	50,000	50,000	\$150,000
Total							\$1,475,000

Open Standards

Consideration of Open Standards does not apply to this service since this is a vendor operated, closed network.

Alternatives and Benefits

The services provided under this contract will improve staff productivity and reduce the number of errors associated with a paper based medical record system. It will also provide the NH Department of Corrections the ability to improve tracking and reporting on cost and levels of care with regards to chronic and infectious diseases, an aging population, drug and alcohol treatment and behavioral health services. Accessibility and utilization of the data within the EHR system will provide a more comprehensive understanding of the risks and impact to services within the NH DOC health care delivery systems that include the NH State Prison for Men, NH State Prison for Women, Northern NH Correctional Facility, Secure Psychiatric Unit and Community Corrections.

Impact on Other State Agencies and Municipalities

There are no system impacts on other state agencies or municipalities. There may be an opportunity to interface with state agencies, specifically the NH Department of Health & Human Services, NH Division of Public Health and NH Hospital, and other community health service partners with respect to information and data exchange.

Summary of Requested Action

Date of most recent AITP:	3-2015
NHITP Initiative / Project Name:	Electronic Health Record System
NHITP Initiative / Project Number:	2014-051
A&E RID#:	17692

Requisition Information:

Vendor Name: NaphCare, Inc. 2090 Columbiana Rd. Suite 4000 Birmingham, AL 35216
--

Funding Sources and Amounts:


Account Number	Description	SFY 16	SFY 17	SFY 18	SFY 19	Total
NHDOC						
02-46-46-460030-1291-034-500099	Capital Funds	425,000	0	0	0	425,000
02-46-46-465010-8234-103-502664	Medical-Dental	0	180,000	0	0	180,000
NHDOC Subtotal		425,000	180,000	0	0	605,000
DoIT						
010-03-03-030010-7646-038-500175	Technology Software	0	0	360,000	360,000	720,000
010-03-03-030010-7646-038-500175	Contingency	0	50,000	50,000	50,000	150,000
DoIT Subtotal		0	50,000	410,000	410,000	870,000
Total Contract		\$425,000	\$230,000	\$410,000	\$410,000	\$1,475,000
Funding Source % by SFY		29%	15%	28%	28%	100%

CONTACT PERSON: Ransey Hill
IT Manager
State of New Hampshire
Department of Information Technology
105 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-4926
Ransey.Hill2@doc.nh.gov

Certification

The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,



William L. Wrenn
Commissioner
Department of Corrections



Ransey Hill
Information Technology Manager
Department of Information Technology

RID: 17692
Contract Number: 2014-051


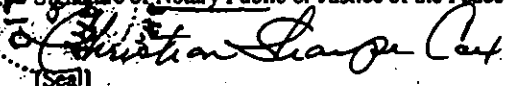
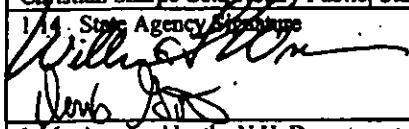

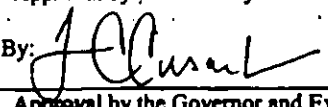

Cc: Ransey Hill, DoIT IT Manager
Leslie Mason, DoIT IT Manager
Theresa Pare-Curtis, DoIT Director

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 NH Department of Corrections		1.2 State Agency Address P.O. Box 1406 Concord, NH 03302	
1.3 Contractor Name NaphCare, Inc.		1.4 Contractor Address 2090 Columbiana Road, Suite 4000 Birmingham, AL 35216	
1.5 Contractor Phone Number (205) 536-8400	1.6 Account Number See Exhibit B Para 10. Payment Schedule	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,475,000
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner Denis Goulet, Commissioner		1.10 State Agency Telephone Number 603-271-5603 603-223-5744	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James S. McLane, Chief Executive Officer	
1.13 Acknowledgement: State of Alabama, County of Jefferson On <u>January 5, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal) MY COMMISSION EXPIRES: <u>December 18, 2018</u>			
1.13.2 Name and Title of Notary or Justice of the Peace Christian Sharpe Cox, Notary Public, State at Large			
1.14 State Agency Signature  Date: <u>1/7/16</u>  Date: <u>1/13/2016</u>		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner Denis Goulet, Commissioner	
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: <u>1/14/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  DEPUTY SECRETARY OF STATE JAN 27 2016			

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 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

TABLE OF CONTENTS

TABLE OF CONTENTS.....	1-2
TERMS AND DEFINITIONS.....	3-10
1. CONTRACT DOCUMENTS.....	11-12
1.1 CONTRACT DOCUMENTS	11
1.2 ORDER OF PRECEDENCE.....	12
2. CONTRACT TERM.....	12
3. COMPENSATION	12
3.1 CONTRACT PRICE.....	12
3.2 NON-EXCLUSIVE CONTRACT	12
4. CONTRACT MANAGEMENT.....	13-16
4.1 NAPHCARE'S CONTRACT MANAGER	13
4.2 NAPHCARE'S PROJECT MANAGER	13
4.3 NAPHCARE KEY PROJECT STAFF.....	14
4.4 STATE CONTRACT MANAGER.....	15
4.5 STATE PROJECT MANAGER.....	15
4.6 REFERENCE AND BACKGROUND CHECKS.....	16
5. DELIVERABLES	16-17
5.1 VENDOR RESPONSIBILITIES.....	16
5.2 DELIVERABLES AND SERVICES.....	16
5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE.....	16
5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE.....	17
6. SOFTWARE.....	17
7. SERVICES	17
7.1 ADMINISTRATIVE SERVICES.....	17
7.2 IMPLEMENTATION SERVICES.....	17
7.3 TESTING SERVICES.....	17
7.4 TRAINING SERVICES.....	17
7.5 MAINTENANCE AND SUPPORT SERVICES.....	17
7.6 WARRANTY SERVICES.....	17
8. WORK PLAN DELIVERABLE	17-18
9. CHANGE ORDERS	18-19
10. INTELLECTUAL PROPERTY.....	19-20
10.1 SOFTWARE TITLE.....	19

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

10.2	STATE'S DATA AND PROPERTY	19
10.3	VENDOR'S MATERIALS.....	19
10.4	STATE WEBSITE COPYRIGHT	20
10.5	SURVIVAL	20
11.	USE OF STATE'S INFORMATION, CONFIDENTIALITY.....	20-21
11.1	USE OF STATE'S INFORMATION.....	20
11.2	STATE CONFIDENTIAL INFORMATION	20
11.3	VENDOR CONFIDENTIAL INFORMATION	21
11.4	SURVIVAL	21
12.	LIMITATION OF LIABILITY.....	21-22
12.1	STATE.....	21
12.2	NAPHCARE.....	21
12.3	STATE'S IMMUNITY.....	22
12.4	SURVIVAL.....	22
13.	TERMINATION.....	22-24
13.1	TERMINATION FOR DEFALULT.....	22
13.2	TERMINATION FOR CONVENIENCE.....	23
13.3	TERMINATION FOR CONFLICT OF INTEREST.....	23
13.4	TERMINATION PROCEDURE.....	23
14.	CHANGE OF OWNERSHIP.....	24
15.	ASSIGNMENT, DELEGATION AND SUBCONTRACTS	24-25
16.	DISPUTE RESOLUTION.....	25-26
17.	REQUIRED WORK PROCEDURES	26-27
17.1	COMPUTER USE.....	26
17.2	EMAIL USE.....	26
17.3	INTERNET/INTRANET USE.....	27
17.4	REGULAORY GOVERNMENT APPROVALS.....	27
17.5	INSURANCE CERTIFICATES.....	27
17.6	EXHIBITS.....	27
17.7	VENUE AND JURISDICTION.....	27
17.8	SURVIVAL.....	27
17.9	FORCE MAJEURE.....	27
18.	NOTICES	28
19.	LOCATIONS.....	28
20.	PERIODIC AUDITS	28
21.	PRISON RAPE ELIMINATION ACT (PREA)	28-29
22.	CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) SECURITY ADDENDUM29	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
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.
Chief Information Officer (CIO)	
Configuration Management (CM)	Configuration Management
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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>).
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as, Exhibit B, Paragraph 2.
Contractor	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.
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
Criminal Justice Information Services (CJIS)	The CJIS Security Policy provides Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NCJA) with a minimum set of security requirements for access to Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information (CJI). This minimum standard of security requirements ensures continuity of information protection. The essential premise of the CJIS Security Policy is to provide the appropriate controls to protect CJI, from creation through dissemination; whether at rest or in transit.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this project for

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

	the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - 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 – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

	Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Exhibit	All references to Exhibit refer to one of more of the Exhibits listed in Contract DOC 2014-051 Part 3, Exhibits
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
General Provisions	All references to General Provisions denote Contract DOC 2014-051 Part 1 P-37 General Provisions.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System 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.
Information Technology Provisions	All references to Information Technology Provisions denote terms and conditions which are contained in Contract DOC 2014-051 Part 2 – Information Technology Provisions.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
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 NaphCare as essential to work on the Project.
Licensee	The State of New Hampshire
NH Department of Corrections (NHDOC)	"NHDOC,"
Non Exclusive Contract	A contract executed by the State that does not restrict the State from

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	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 Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
PREA	Prison Rape Elimination Act; federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities to include prisons, jails and corrections residential facilities.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

	(CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Revised Statutes Annotated (RSA)	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

	though completely set forth herein.	
State	Reference to the term "State" shall include applicable agencies	
State Mailing Address	State Mailing Address is defined as:	
	U.S. Postal Service	Overnight Deliveries
	State of New Hampshire Department of Corrections P.O. Box 1806 Concord, NH 03302	State of New Hampshire Department of Corrections 105 Pleasant Street Concord, NH 03301
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.	

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when NaphCare is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which NaphCare is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE-
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Corrections ("State"), and NaphCare, Inc. an Alabama Corporation, ("NaphCare"), having its principal place of business at 2090 Columbiana Road, Suite 4000, Birmingham, AL 35216-2158.

The New Hampshire Department of Corrections (NHDOC) is engaging NaphCare, Inc. to provide a software system and associated services to create a multiple site electronic transfer of healthcare information from its geographically distant facilities, as well as with its community based healthcare partners, to provide appropriate healthcare services to clients under the custody and care of the NHDOC identified and more particularly described in Exhibit A, *Deliverables* which is incorporated herein by reference ("Services"). The product in turn will put the NHDOC at a community based standard and provide ease of access to health information exchanges.

RECITALS

The State desires to have NaphCare provide a an Electronic Health Record System, and associated Services for the State;

NaphCare wishes to provide an Electronic Health Record System.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2014-051) is comprised of the following documents:

- A. Part 1 – Form P-37 General Provisions
- B. Part 2 – Information Technology Provisions
- C. Part 3 – 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- NaphCare Proposal, by reference
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. State of New Hampshire, NHDOC Contract Agreement 2014-051.
- b. State of New Hampshire, NHDOC RFP 2014-051.
- c. NaphCare Proposal response to NHDOC – RFP 2014-051 Electronic Health Record System.

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through June 30, 2019. The Term may be extended for one additional period of up to five (5) years, ("Extended Term") at the sole option of the State and approval by the Governor and Executive Council, subject to the parties prior written agreement on applicable fees for the Extended Term, unless terminated earlier.

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

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, General Provisions, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of the P-37 General Provisions and Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

4. CONTRACT MANAGEMENT

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

4.1 NAPHCARE'S CONTRACT MANAGER

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

Byron Harrison
Director of Information Systems
2090 Columbiana Rd, Ste 4000
Birmingham, AL 35216
Tel: (205) 552-1734
Email: Byron.harrison@naphcare.com

4.2 NAPHCARE'S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 NaphCare shall not change its assignment of NaphCare Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of NaphCare's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than NaphCare Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks and fingerprinting described above in Information Technology Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement Information Technology Provisions, Section 4.6: *Reference and Background Checks*, below. NaphCare shall assign a replacement NaphCare Project Manager within ten (10) business days of the departure of the prior NaphCare Project Manager, and NaphCare shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim NaphCare Project Manager.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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

4.2.4 NaphCare Project Manager is:

Charlie Barranco
Software Implementation Manager
2090 Columbiana Rd, Ste 4000
Birmingham, AL 35216
Tel: (205) 536-8417
Email: Charlie.barranco@naphcare.com

4.3 NAPHCARE KEY PROJECT STAFF

4.3.1 NaphCare shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: System Requirements and Deliverables, Table C.1: System Requirements and Deliverables – Vendor Response Checklist. The State shall conduct reference and background checks and fingerprinting on NaphCare Key Project Staff. The State reserves the right to require removal or reassignment of NaphCare's Key Project Staff who are found unacceptable to the State. Any background checks and fingerprinting shall be performed in accordance with the Terms and Conditions as described in Information Technology Provisions, Section 4.6: *Reference and Background Checks*.

4.3.2 NaphCare shall not change any NaphCare Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of NaphCare Key Project Staff will not be unreasonably withheld. The replacement NaphCare Key Project Staff shall have comparable or greater skills than NaphCare Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks and fingerprinting as described in Information Technology Provisions, Section 4.6: *Reference and Background Checks*.

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

4.3.3.1 NaphCare Key Project Staff shall consist of the following individuals in the roles identified below:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Charlie Barranco	Software Implementation Manager
Nathan Newman	Software Development Manager
Bob Hooper	Clinical Implementation Specialist
Byron Harrison	Director of Information Systems
Jason Douglas	VP of Information Systems

4.4 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:

Paula Mattis
Director of Medical and Forensic Services
P.O. Box 1806
Concord, NH 03302
Tel: (603) 271-5563
Fax: (603) 271-5539
Email: Paula.Mattis@doc.nh.gov

4.5 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 NaphCare;
- 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:

Ransey Hill
IT Manager, DoIT Administration
P.O. Box 1806
Concord, NH 03302
Tel: (603) 271-8018
Fax: (603) 271-5539
Email: Ransey.Hill2@doc.nh.gov

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

4.6 REFERENCE AND BACKGROUND CHECKS

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

5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

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

NaphCare may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. NaphCare must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider NaphCare 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.

5.2 DELIVERABLES AND SERVICES

NaphCare 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 Exhibit A: *Contract Deliverables*. In the event of a delay solely and exclusively on the part of the State, NaphCare shall not be found to be in default of any contractual obligations as a result of same.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

5.4 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*.

6. SOFTWARE

NaphCare 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*.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

NaphCare 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

NaphCare 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

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

7.4 TRAINING SERVICES

NaphCare 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

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

7.6 WARRANTY SERVICES

NaphCare shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty Services*.

8. WORK PLAN DELIVERABLE

NaphCare 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.

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

The initial Work Plan shall be a separate Deliverable and is set forth in Exhibit I: *Work Plan*. NaphCare 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 Exhibit I: *Work Plan*. The updated 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 Exhibit I: *Work Plan* shall not relieve NaphCare from liability to the State for damages resulting from NaphCare'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, NaphCare must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of NaphCare 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 NaphCare 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 NaphCare's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

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 NaphCare's receipt of a Change Order, NaphCare shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

All Change Order requests from NaphCare to the State, and the State acceptance of NaphCare's estimate for a State requested change, will be acknowledged and responded to, either acceptance or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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

10.1 SOFTWARE TITLE

State hereby understands and acknowledges that, as between the parties, NaphCare owns all rights, title and interest in the Software, including all modifications, customizations, and copies thereof. Certain U.S. federal and state laws as well as international laws protect the Software, including, without limitation, copyright, trademark laws and international conventions and treaties. State shall have no ownership rights of any kind in the Software.

In no event shall NaphCare 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, NaphCare 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.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, subject to the exclusions set forth in Section 10.1 hereinabove, 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.

10.3 VENDOR'S MATERIALS

Subject to the provisions of this Contract, NaphCare may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, NaphCare shall not distribute any products containing or disclose any State Confidential Information. NaphCare 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 NaphCare employees or third party consultants engaged by NaphCare.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

10.4 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.

10.5 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, NaphCare 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*). NaphCare 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 NaphCare's performance under the Contract.

11.2 STATE CONFIDENTIAL INFORMATION

NaphCare shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to NaphCare 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. NaphCare shall immediately notify the State if any request, subpoena or other legal process is served upon NaphCare regarding the State Confidential Information, and NaphCare shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

In the event of the unauthorized release of State Confidential Information, NaphCare 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 NaphCare seeks to maintain the confidentiality of its confidential or proprietary information, NaphCare must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that NaphCare considers the Software and Documentation to be Confidential Information. NaphCare 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 NaphCare as confidential, the State shall notify NaphCare and specify the date the State will be releasing the requested information. At the request of the State, NaphCare shall cooperate and assist the State with the collection and review of NaphCare's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be NaphCare's sole responsibility and at NaphCare's sole expense. If NaphCare 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 NaphCare, without any liability to NaphCare.

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 NaphCare shall not exceed the total Contract price set forth in General Provisions, Block 1.8.

12.2 NAPHCARE

Subject to applicable laws and regulations, in no event shall NaphCare be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and NaphCare's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to NaphCare's indemnification obligations set forth in the General Provisions Section 13: *Indemnification* and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

confidentiality obligations in General Provisions 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 Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13: *Termination* shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide NaphCare 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 NaphCare fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving NaphCare 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 NaphCare a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to NaphCare during the period from the date of such notice until such time as the State determines that NaphCare has cured the Event of Default shall never be paid to NaphCare.
- c. Set off against any other obligations the State may owe to NaphCare 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; including reimbursement for all losses associated with the default.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- 13.1.2 In the event NaphCare determines a default has occurred on the part of the State, NaphCare shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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 a minimum of thirty (30) written notice to NaphCare. In the event of a termination for convenience, the State shall pay NaphCare the agreed upon price, as set forth 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 Exhibit B, *Price and Payment Schedule*, of the Contract. Written notice to NaphCare may extend the termination period up to a maximum of sixty (60) days.
- 13.2.2 During the initial thirty (30) day period or the extended period of up to ninety (90) days, NaphCare shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if NaphCare 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 NaphCare, the State shall be entitled to pursue the same remedies against NaphCare as it could pursue in the event of a default of the Contract by NaphCare.

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 NaphCare to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 NaphCare 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 NaphCare shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, SubNaphCares, 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

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

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve NaphCare of any of its obligations under the Contract nor affect any remedies available to the State against NaphCare that may arise from any event of default of the provisions of the contract. The State shall consider NaphCare 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 NaphCare from assigning the Contract to the successor of all or substantially all of the assets or business of NaphCare provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that NaphCare should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with NaphCare, its successors or assigns for the full remaining term of the Contract; continue under the Contract with NaphCare, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to NaphCare, 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	NAPHCARE	STATE	CUMULATIVE ALLOTTED TIME
Primary	Charlie Barranco Software Implementation Manager	Ransey Hill Deputy Director, Medical and Forensic Services	Five (5) Business Days
First	Byron Harrison Director of Information Systems	Paula Mattis Director, Medical and Forensic Services	Ten (10) Business Days
Second	Brad Cain General Counsel	William Wren Commissioner	Fifteen (15) Business Days

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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. REQUIRED WORK PROCEDURES

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

17.1 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"), NaphCare 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 NaphCare access or attempt to access any information without having the express authority to do so.
- c. That at no time shall NaphCare 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 NaphCare 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 NaphCare. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if NaphCare is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2 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." NaphCare understand and agree that use of email shall follow State standard policy (available upon request).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

17.5 INSURANCE CERTIFICATES

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 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 Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and Information Technology Provisions, Section 11: *Use of State's Information, Confidentiality* and Information Technology Provisions, Section 13: *Termination* which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

18. NOTICES

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

TO: NPHCARE, INC.	TO: STATE
BYRON HARRISON 2090 COLUMBIANA ROAD SUITE 4000 BIRMINGHAM, AL 35216 TEL: (205) 552-1734	STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302 TEL: (603) 271-5563

19. LOCATIONS

Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner and the Department of Corrections and the Contractor.

20. PERIODIC AUDITS

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

21. PRISON RAPE ELIMINATION ACT (PREA)

The NH Department of Corrections acknowledges the Prison Rape Elimination Act (PREA) of 2003 (with final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities to include prisons, jails and corrections residential facilities. With this acknowledgement, the NH Department of Corrections supports a "zero-tolerance" policy against prison sexual misconduct, abuse, harassment and assault towards resident-on-resident and staff-on-resident to include contractors of the NH Department of Corrections. It is the Contractors responsibility to inform their employees.

With that said, contractors must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractors should acknowledge that, in addition to self-monitoring requirements, the State will conduct compliance monitoring including PREA standards which may require an outside independent audit.

For additional information regarding the Prison Rape Elimination Act (PREA) of 2003, please refer to the PREA Public Law 108-79 and PREA Federal Register 28 CFR Part 115 documents posted to the RFP Resource page of NH Department of Corrections website using the following link: http://www.nh.gov/nhdocr/business/rfp_bidding_tools.htm. The NH Department of Corrections

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

policy, procedure and directive 5.19, Prison Rape Elimination Act Procedure, can be accessed on the NH Department of Corrections website using the following link: <http://www.nh.gov/nhdcr/documents/5-19.pdf>.

22. CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) SECURITY ADDENDUM

A. PURPOSE

The CJIS Security Policy provides Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NCJA) with a minimum set of security requirements for access to Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division systems and information and to protect and safeguard Criminal Justice Information (CJI). This minimum standard of security requirements ensures continuity of information protection. The essential premise of the CJIS Security Policy is to provide the appropriate controls to protect CJI, from creation through dissemination; whether at rest or in transit.

The CJIS Security Policy integrates presidential directives, federal laws, FBI directives, the criminal justice community's Advisory Policy Board (APB) decisions along with nationally recognized guidance from the National Institute of Standards and Technology (NIST) and the National Crime Prevention and Privacy Compact Council (Compact Council).

B. SCOPE

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum.

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

If privatized, access by a private contractor's personnel to National Crime Information Center (NCIC) data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT A
DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

1.1. PROJECT OVERVIEW

The general scope of the project is to provide a Commercial-Off-The-Shelf (COTS) software system and associated services for the NH Department of Corrections ("NHDOC") to create cross site electronic transfer of healthcare information from their geographically distant facilities, as well as with their community based healthcare partners, to provide appropriate healthcare services to clients under the custody and care of the NHDOC. The product in turn will put the NHDOC at a community based standard and provide ease of access to health information exchanges.

1.2 GENERAL PROJECT ASSUMPTIONS

- A. NaphCare will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and NaphCare Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- B. Prior to the commencement of work on Non-Software and Written Deliverables, NaphCare shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- C. NaphCare shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. NaphCare 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.
- D. The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- E. Pricing for Deliverables set forth in *Contract Agreement DOC 2014-051 - Consolidated Exhibits*, Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT A
DELIVERABLES**

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Item #	Activity, Deliverable or Milestone	Deliverable Type	Proposed Delivery Date
Project Management			
	Conduct Project Kickoff Meeting	Non-Software	Week 2
	Project Work Plan, including milestones	Written	Week 4
	Requirements Documentation	Written	Week 6
	Participate in Design Review	Non-Software	Weekly
	Status Reports/Meetings and update to Work Plan	Non-Software	Bi-Weekly
System Software			
	<i>TechCare™</i> Review-Ready and User Acceptance Testing	Software	Week 10
	<i>TechCare™</i> Walkthrough/Review	Non-Software	Week 12
User Acceptance Test (UAT)			
	Train Testers	Non-Software	Week 10

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT A
DELIVERABLES**

Item #	Activity, Deliverable or Milestone	Deliverable Type	Proposed Delivery Date
	Test Plan and scripts	Written	Weeks 10-12
	Test Functionality	Non-Software	Weeks 10-12
	Test Security	Non-Software	Weeks 10-12
	Support State during UAT/Share All Testing Results with State Project Team	Non-Software	Weeks 12-16
TechCare™ SWAT Team Training Peer-to-peer Training			
	Training plan and schedule	Written	Week 12
	User Training on TechCare™	Non-Software	Weeks 16-19
	TechCare™ Go-Live	Software	Week 18
Deployment			
	Deployment Plan	Written	Week 6
	Set up and configure TechCare™ for New Hampshire	Software	Weeks 6-10
	Implement Customized Software	Software	Weeks 10-12

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT A
DELIVERABLES**

Item #	Activity, Deliverable or Milestone	Deliverable Type	Proposed Delivery Date
	User Operation Manual	Written	Week 16
	User Support Plan	Written	Week 12
	Ongoing Support and Maintenance	Non-Software	On-Going
Other:			
	Custom Reports Completed	Software	Week 21
	Project close out meeting and holdback payment	Non-Software	Week 22-24

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 FIRM FIXED PRICE

This is a Firm Fixed Price (FFP) Contract totaling \$1,475,000 for the period between the Effective Date through June 30, 2019. NaphCare shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow NaphCare to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Phase I - Planning	
Project Kickoff Meeting	
Schedule weekly progress update meetings	
Conduct onsite facility tours	
Review development, user acceptance and production environments	
Deploy Standard TechCare® Installation	
Provide TechCare® Manual	
Walkthrough of TechCare®	
Provide joint project management plan/schedule	
Phase I Conclusion Meeting	
Phase I Invoice Amount	\$108,000.00
Phase II - Development & Testing	
Critical Interfaces - Requirements Gathering	
Workflow and Form Customizations - Requirements Gathering	
Deliver Requirements Document for Signoff	
Interfaces - Development and Test	
Workflow and Form Customizations - Development and Test	
Deliver Application for User Acceptance Testing, Signoff	
Phase II Invoice Amount	\$90,000
Phase III - Migration and User Training	
Configure production environment	
Define training and education schedules	
Provide State specific TechCare® manuals	
Identify and train super user staff	
Onsite role-based training 2 weeks prior to production deployment	
Phase III Invoice Amount	\$72,000
Phase IV - Deployment & Go-Live	
Go-Live & On-Site User Training	\$112,500
Acceptance/Hold Back	\$42,500

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

	Phase IV Invoice Amount	\$165,000
Period 1 Total Costs		\$425,000
Period 2 – SFY 2017 – Jan 1, 2017 – June 30, 2017		\$180,000
Period 3 – SFY 2018 – July 1, 2017 – June 30, 2018		\$360,000
Period 4 – SFY 2019 – July 1, 2018 – June 30, 2019		\$360,000
Total Implementation & Maint. Fees over 4 periods		\$1,325,000

1.2 FUTURE VENDOR RATES WORKSHEET

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

Table 1.2: Future Vendor Rates Worksheet

Position Title	SFY 2016	SFY 2017	SFY 2018	SFY 2019
Management	\$190	\$190	\$190	\$190
Software Development	\$170	\$170	\$170	\$170
Infrastructure Services	\$140	\$140	\$140	\$140

1.3 SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT PRICING WORKSHEET

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.3: Software Licensing, Maintenance, and Support Pricing Worksheet

Software Name	Initial Cost	Maintenance Support and Upgrades			
		SFY 16	SFY 17	SFY 18	SFY 19
TechCare™		\$0	\$180,000	\$360,000	\$360,000

1.4 CONTINGENCY

To support changes to the software, the State will contribute an incremental \$50,000 (417 developer hours) of Software Support Services during each twelve (12) month State Fiscal Year period of this agreement (and all renewal periods) to a Contingency Fund, held by NH

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Department of Corrections. NaphCare services will be billable against this fund at the time of services rendered.

1.5 PRICING SUMMARY

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.5: Pricing Summary

Software Name	Cost			
	SFY 16	SFY 17	SFY 18	SFY 19
Table 1.1 Deliverables	\$425,000	\$0	\$0	\$0
Table 1.3 SW Licensing, Maintenance & Support	\$0	\$180,000	\$360,000	\$360,000
Contingency Fund	\$0	\$50,000	\$50,000	\$50,000
Subtotals	\$425,000	\$230,000	\$410,000	\$410,000
Grand Total				\$1,475,000

2. 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 \$1,475,000 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to NaphCare for all fees and expenses, of whatever nature, incurred by NaphCare in the performance hereof.

2.1 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.

2.2 Should it be judged by the State that the project has undergone a delay which a third party vendor is solely responsible for, NaphCare shall not be held responsible and payment shall not be withheld for the inability, noncooperation, nonperformance or noncompliance of those interface vendors or third party vendors. In the event NaphCare discovers inability, noncooperation, nonperformance or noncompliance by interface vendors or third party vendors it shall inform State in writing and State shall have the latitude to make a partial payment to cure the stated issues raised by NaphCare, covering the work NaphCare has already performed with respect to the joint contract. If NaphCare receives such payment it shall not re-invoice the state for work it has already been reimbursed for.

3. INVOICING

NaphCare 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

unreasonably withheld. NaphCare shall only submit invoices for Services or Deliverables as permitted by the Contract. NaphCare must receive approval from the state in writing before performing tasks which fall outside of ongoing maintenance and support defined in the agreement. Examples include customization of the software System post go-live, that were not included within the initial Requirements Document. NaphCare may track and invoice the State for such authorized, and approved invoices on a quarterly basis. 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 for Period 1 will be sent upon completion and acceptance of phase activities as identified in Section 1.1 of Exhibit B. Invoices for Periods 2, 3, 4 shall be billed in full on the first day of the period as identified in Section 1.1 of Exhibit B.

Invoices shall be sent to:

State of New Hampshire Department of Corrections
Ransey Hill
PO Box 1806
Concord, NH 03302-1806

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
NaphCare, Inc.
2090 Columbiana Road
Suite 4000
Birmingham, AL 35216

5. OVERPAYMENTS TO NAPHCARE

NaphCare 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 NaphCare's invoices with appropriate information attached.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

7. PROJECT HOLDBACK

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

8. INTEGRATIONS

Third Party integrations, such as FileHold, FastFind, and Active Directory are considered critical interfaces and are included in the provided cost structure.

9. PROGRAMMING TIME

9.1 IMPLEMENTATION PROGRAMMING TIME

The Complete customization of the *TechCare®* product is included in the provided fixed fee cost and allows for an unlimited number of hours, without charge. The Go-Live Requirements Document that is created jointly between NHDOC and NaphCare specifies all changes to the "out-of-the-box" version of *TechCare®* so that it can conform to the needs of NHDOC. The resulting requirements document, which includes provisions of this scope of work, becomes the final say in what will be completed for the system prior to Go-Live. NaphCare will complete these changes within the timeline presented in the RFP without limit to programming time/hours.

9.2 POST-IMPLEMENTATION PROGRAMING TIME

Following go-live and the completion of all customization outlined in the Go-Live Requirements Document, additional programming time falls in two categories:

9.2.1. Bug Fixes, Version Upgrades/Releases, etc.: NaphCare provides an unlimited number of hours, without charge for this categorization of programming time. All bug fixes, future version/releases and associated testing are included without limit.

9.2.2. Change/Customization Requests: For these requests, NaphCare will carry an additional charge set forth in accordance with the Future Vendor Rate Worksheet in paragraph 1.2 of the *Contract Agreement DOC 2014-051 – Consolidated Exhibits, Exhibit B, Price and Payment Schedule*. This categorization includes all items that are not a part of the Go-Live Requirements Document and that are requested by NHDOC post-implementation. There is no cap or limit as to how many hours per month are dedicated to NHDOC for such requests.

10. PAYMENT SCHEDULE

Account Number	Description	SFY 16	SFY 17	SFY 18	SFY 19	Total
NHDOC						
02-46-46-460030-1291-034-500099	Capital Funds	425,000	0	0	0	425,000

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

02-46-46- 465010-8234- 103-502664	Medical- Dental	0	180,000	0	0	180,000
NHDOC Subtotal		425,000	180,000	0	0	605,000
DoIT						
010-03-03- 030010-7646- 038-500175	Technology Software	0	0	360,000	360,000	720,000
010-03-03- 030010-7646- 038-500175	Contingency	0	50,000	50,000	50,000	150,000
DoIT Subtotal		0	50,000	410,000	410,000	870,000
Total Contract		\$425,000	\$230,000	\$410,000	\$410,000	\$1,475,000
Funding Source % by SFY		29%	15%	28%	28%	100%

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT C
SPECIAL PROVISIONS**

1. SPECIAL PROVISIONS

A. GO-LIVE PROVISIONS

The commitment for the completion and go-live of the overall EHR project shall be determined by both parties. NaphCare shall not be liable for any project delay(s) unless such delay(s) is (are) due to NaphCare's fault. State shall provide written confirmation to NaphCare of go-live start date two (2) weeks in advance of agreed upon date. Should State change go-live date within two (2) weeks preceding start date NaphCare shall be eligible for reimbursement for all non-refundable costs incurred by NaphCare related to go-live activities to the extent that funding for these costs are available within the contingency fund. Such activities include but are not limited to: hotel accommodations, transportation costs, and personnel back-fill costs related to those individuals involved in the go-live training and implementation activities provided by NaphCare. Go-live start date shall not occur within 7 days of a national holiday.

B. INTENT OF SOFTWARE

State acknowledges and understands that the Software is being used for an intended purpose and goal, specifically to facilitate the delivery and administration of healthcare services in State's correctional system; however, State further acknowledges and understands that NaphCare cannot and does not guarantee that such intended purpose and goal will be met by the Software and that other methods and services currently in place or contemplated to be put into place must also work independently and in tandem to achieve success. State acknowledges and understands, and shall communicate to each user of the Software, that the Software is a support tool only and expressly is not to be relied upon as a sole source of information in connection with medical advice or the provision of medical services.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES**

1. TRAVEL EXPENSES

NaphCare must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide NaphCare with access to all systems, as required to complete the contracted Services limited to the infrastructure directly supporting the EHR system as outlined below:

Support Tools:

NaphCare shall install and maintain a support server that is located in NaphCare's cloud infrastructure. The server shall be dedicated to the support activities of the State and be completely isolated from all outside networks and domains.

Connection Methods:

State and NaphCare will establish a static, point-to-point virtual private network (VPN) connection between State network and NaphCare support server. The mutually established VPN will traverse the existing Internet connections of both State and NaphCare using industry standard protocols and encryption techniques.

Traffic Access:

State shall allow communication across the following ports within the before mentioned point-to-point VPN connection and client-VPN connection methods.

TCP 3389 - Remote Desktop
TCP 1433, 1434 - SQL
TCP 139, 445 - SMB Windows File Share
UDP 137, 138 - SMB Windows File Share
ICMP - Ping

Credentials:

State shall provide NaphCare with a network/system account that maintains local administrative privileges on server infrastructure that supports the application including but not limited to the database, file, and interface servers. State shall provide NaphCare with a local SQL account for accessing the database.

Failure of the State to provide access methods or properly maintain those methods outlined above will result in NaphCare being unable to provide support and maintenance activities as outlined in this contract. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow NaphCare to perform its obligations under the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT D
ADMINISTRATIVE SERVICES**

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

NaphCare shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to the Contract. Upon expiration or termination of the Contract with the State, NaphCare 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. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

NaphCare 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*.

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

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

6. ACCOUNTING REQUIREMENTS

NaphCare shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and NaphCare shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT E
IMPLEMENTATION SERVICES**

1. STATE MEETINGS AND REPORTS

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

NaphCare 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 NaphCare Key Project Staff and State Project leaders from both Department of Corrections and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- B. **Kickoff Meeting:** Participants will include the State and NaphCare Project Team 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, NaphCare Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from NaphCare shall serve as the basis for discussion.
- D. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.
- E. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- F. **Exit Meeting:** Participants will include Project leaders from NaphCare and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects NaphCare 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 NaphCare's responsibility.

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

- 1. Project status related to the *Work Plan*;
- 2. Deliverable status;
- 3. Accomplishments during weeks being reported;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT E
IMPLEMENTATION SERVICES**

4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

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

2. IMPLEMENTATION STRATEGY

2.1 KEY COMPONENTS

NaphCare shall employ an Implementation strategy with a timeline set forth in accordance with the *Contract Agreement DOC 2014-051 – Consolidated Exhibits, Exhibit I, Work Plan*. NaphCare and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The NaphCare team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. 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.

NaphCare 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.

NaphCare 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.

NaphCare shall adopt an Implementation time-line aligned with the State's required time-line.

2.2 TIMELINE

The timeline is set forth in the *Contract Agreement DOC 2014-051 – Consolidated Exhibits, Exhibit I, 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT E
IMPLEMENTATION SERVICES**

2.2.1 PROJECT INFRASTRUCTURE

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

2.2.2 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.

2.2.3 CHANGE MANAGEMENT AND TRAINING

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. The created Test Plan will be prepared for Software functions and/or modules that were customized as a part of the requirements gathering process pre-acceptance testing.

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

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

Finally, the TechCare® EHR software System is ONC certified by the Federal Government as a Complete EHR. The certification process covers all aspects of the test methodology below, in detail. As such, NaphCare shall focus testing on changes and or customizations to the software System requested by the State and developed by NaphCare as a part of the implementation process. The Requirements Document that outlines all requested changes shall, accordingly, be the driver for all testing activities, scenarios, etc.

1.1 TEST PLANNING AND PREPARATION

NaphCare shall provide the State with an overall Test Plan that will guide all testing. The NaphCare provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix to associate individual customization with test activities, test variants, test scenarios, test cases, test Data, unit tests, expected results, and a documented process 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 NaphCare's Project Manager's

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

Certification, in writing, that NaphCare's own staff has successfully executed all prerequisite NaphCare 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 data, test plans and expected results.

The State will commence its testing within five (5) business days of receiving Certification from NaphCare 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 NaphCare's development environment. NaphCare 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.

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

1.2 UNIT TESTING

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

1.3 SYSTEM INTEGRATION TESTING

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment maintained by the State.

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

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

1.4 RESERVED

1.5 INSTALLATION TESTING

In Installation Testing the application components are installed in the System Test environment of the State 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

1.6 USER ACCEPTANCE TESTING (UAT)

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

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

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

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the *Work Plan*.

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

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
NaphCare Team Responsibilities	<ul style="list-style-type: none">• Provide the State an Acceptance Test Plan and selection of test scenarios for the Acceptance Test.• Monitor the execution of the test scenarios and assist as needed during.

JM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

	<p>the User Acceptance Test activities.</p> <ul style="list-style-type: none"> • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scenarios and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with NaphCare in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the <i>Work Plan</i>.</p>

1.7 PERFORMANCE TUNING AND STRESS TESTING

NaphCare shall develop and document hardware and Software configuration and tuning of the infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project.

1.7.1 SCOPE

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. Tools and resources utilized to conduct performance testing within the State's environment will be the responsibility of the State.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

1.7.2 TEST TYPES

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

- a) Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

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

1.7.3 TUNING

Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment. Responsibility for completing the tuning process as it relates to hardware and infrastructure will be joint. Responsibility for completing the tuning process as it relates to the System software will be held by NaphCare.

1.8 REGRESSION TESTING

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

- A. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- B. NaphCare shall notify the State no later than five (5) business days from NaphCare's receipt of written notice of the test failure when NaphCare expects the corrections to be completed and ready for retesting by the State. NaphCare will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- C. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by NaphCare based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. Validate that the change/update has been properly incorporated into the program; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

2. Validate that there has been no unintended change to the other portions of the program.
- D. NaphCare will be expected to:
1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- E. NaphCare will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

1.9 SECURITY REVIEW AND TESTING

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

As an ONC Certified Complete EHR, the software System has attested to and undergone federally mandated security testing. Results of this testing will be provided to the State. All further security testing, as outlined below, will be a joint.

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 shall include penetration tests (pen tests) 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES

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

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) and code analysis and review.

Prior to the System being moved into production NaphCare 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 PENETRATION 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.

As an ONC Certified Complete EHR, the software System has attested to and undergone federally mandated security testing. Results of this testing will be provided to the State. All further penetration testing, as outlined below, will be a joint responsibility.

1.10.1 PENETRATION TESTING SHALL INCLUDE

Task	Description
I.	<p>Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> • Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115); • Includes coverage for the entire CDE perimeter and critical systems; • Includes testing from both inside and outside the network;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT F
TESTING SERVICES**

	<ul style="list-style-type: none">Includes testing to validate any segmentation and scope-reduction controls;Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5;Defines network-layer penetration tests to include components that support network functions as well as operating systems;Includes review and consideration of threats and vulnerabilities experienced in the last 12 months; andSpecifies retention of penetration testing results and remediation activity results. <p><i>Note: This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.</i></p>
2.	Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).
3.	Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).
4.	Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.
5.	If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.

1.11 SUCCESSFUL UAT COMPLETION

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

1.12 SYSTEM ACCEPTANCE

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

NaphCare shall maintain and support the System in all material respects as described in the applicable program Documentation through the Contract end date.

1.1 NAPHCARE'S RESPONSIBILITY

NaphCare shall maintain the Application System in accordance with the Contract. NaphCare will not be responsible for maintenance or support for Software developed or modified by the State.

A. MAINTENANCE RELEASES

NaphCare 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 NAPHCARE'S RESPONSIBILITY

NaphCare 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 - NaphCare shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email/telephone response within two (2) hours of request; or NaphCare shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; and

B. CLASS A DEFICIENCIES (ON-SITE OR REMOTE SUPPORT) - For all Class A Deficiencies, NaphCare shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request.

2.2 STATES'S RESPONSIBILITY

The State will be the initial line of contact for system users through a "Super Users" program at each correctional facility. State Service Desk will then diagnose and resolve problems which clearly relate to State areas of responsibility. Problems which cannot be resolved by State will be referred to NaphCare. Support for the EHR will be structured in Three (3) tiers. State is responsible for Tier zero (0), and one (1), Tier two (2) shall be a joint responsibility; NaphCare is responsible for Tier three (3) support and services. Definitions of these support tiers are provided in the table below.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

Tier	Responsibilities
0 - Super Users	<ul style="list-style-type: none"> At each location, a State "Super User" will be selected with good overall working knowledge of computers and the EHR application. These persons will assist local EHR users with general computer and application problems and will be able to generally distinguish between hardware, operating system, network and application errors. If level zero (0) is unable to resolve the problem, it will be referred to the Level one (1) Service Desk.
1 - State Service Desk	<ul style="list-style-type: none"> Functioning as secondary line of support during normal working hours; resolving service tickets involving system access problems, passwords, system downtime and errors Provide user assistance in use of the EHR and any related third party software Refer as needed any clearly identified problems to State IT (Tier 2) or the NaphCare (Tier 3) State After hours support or a designee shall facilitate communications between NaphCare and State in the event an issue arises after hours.
2 - State Software Support	<ul style="list-style-type: none"> Troubleshoot all hardware and network problems Troubleshoot all database integrity and performance problems Responsible for restore from backup, routine maintenance, software updates and enhancement loads Resolve operational problems such as scheduling and production Maintain all required third party software licenses Coordinate problem resolution between all third party vendors - not related to the EHR application Refer as needed any identified problems to NaphCare (Tier3)
3 - NaphCare Support	<ul style="list-style-type: none"> Provide "24 X 7" support to diagnose and resolve application errors Resolve problems with the EHR applications software including all core functionality, interfaces and other middleware proposed by NaphCare

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

	<ul style="list-style-type: none">• Resolve problems with any third party software which has been imbedded
--	--

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 NaphCare 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 NaphCare 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, NaphCare shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.
- 3.4 NaphCare 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 NaphCare fails to respond to a Deficiency within the allotted period of time stated above, NaphCare 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 *Contract Agreement DOC 2014-051 – General Provisions*, Section 13, as well as to return NaphCare's product and receive a refund for all amounts paid to NaphCare, including but not limited to, applicable license fees, within ninety (90) days of notification to NaphCare of the State's refund request.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

1. REQUIREMENTS

The following requirements table reflects those requirements listed in Department of Corrections RFP 2014-051 Appendix C-2 and the NaphCare response to those requirements in their Proposal in response to RFP DOC 2014-051.

1.1 BUSINESS REQUIREMENTS

State Requirements				Vendor		
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description			
DC.1	Care Management					
DC.1.1	Health information capture, management, and review		For those functions related to data capture, data may be captured using standardized code sets or nomenclature, depending on the nature of the data, or captured as unstructured data. Care-setting dependent data is entered by a variety of caregivers. Details of who entered data and when it was captured should be tracked. Data may also be captured from devices or other Tele-Health Applications.	Yes		
DC.1.1.1	Identify and maintain a patient record	Identify and maintain a single patient record for each patient.	Key identifying information is stored and linked to the patient record. Static data elements as well as data elements that will change over time are maintained. A lookup function uses this information to uniquely identify the patient.	Mandatory	Yes	
DC.1.1.2	Manage patient demographics	Capture and maintain demographic information. Where appropriate, the data	Contact information including addresses and phone numbers, as well as key demographic information such as date of	Mandatory	Yes	Through Offender Management

Exhibit H – Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

DM

Page 29 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Priority	Comments
ID	Title	Statement	Description				
		should be clinically relevant, reportable and trackable over time.	birth, sex, and other information is stored and maintained for reporting purposes and for the provision of care.				System Interface and additional information module
DC.1.1.3	Manage Summary Lists	Create and maintain patient-specific summary lists that are structured and coded where appropriate.	Patient summary lists can be created from patient specific data and displayed and maintained in a summary format. The functions below are important, but do not exhaust the possibilities.		Yes		Through main screen.
DC.1.1.3.1	Manage Problem List	Create and maintain patient-specific problem lists.	A problem list may include, but is not limited to: Chronic conditions, diagnoses, suicide risk or symptoms, functional limitations, visit or stay-specific conditions, diagnoses, or symptoms. Problem lists are managed over time, whether over the course of a visit or stay or the life of a patient, allowing documentation of historical information and tracking the changing character of problem(s) and their priority. All pertinent dates, include date noted or diagnosed, dates of any changes in problem specification or prioritization, and date of resolution are stored. This might include	Mandatory	Yes		

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BM

Page 30 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
ID	Title	Statement	Description				
			time stamps, where useful and appropriate. The entire problem history for any problem in the list is viewable.				
DC.1.1.3.2	Manage Medication List	Create and maintain patient-specific medication lists.	Medication lists are managed over time, whether over the course of a visit or stay, or the lifetime of a patient. All pertinent data, including medication start, modification, and end dates are stored. The entire medication history for any medication is viewable. Medication lists are not limited to medication orders recorded by providers, but may include, for example, pharmacy dispense/supply records and patient-reported medications. NHDOC formulary and non-formulary medication management procedures and processes shall be a part of the EHRS.	Mandatory	Yes		
DC.1.1.3.3	Manage Allergy and Adverse Reaction List	Create and maintain patient-specific allergy and adverse reaction lists.	Allergens, including immunizations, and substances are identified and coded (whenever possible) and the list is managed over time. All pertinent data, including patient-reported events, are stored and the description of the patient allergy and adverse reaction is modifiable over time. The entire allergy history, including reaction, for any allergen is viewable. The	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

BM

Page 31 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			list(s) include drug reactions that are not classifiable as a true allergy and intolerances to dietary or environmental triggers. Notations indicating whether item is patient reported and/or provider verified are supported.				
DC.1.1.4	Manage Patient History	Capture, review, and manage medical procedural/surgical, social and family history including the capture of pertinent positive and negative histories; patient-reported or externally available patient clinical history.	The history of the current illness and patient historical data related to previous medical diagnoses, surgeries and other procedures performed on the patient, including an immunization history, and relevant health conditions of family members is captured through such methods as patient reporting (for example interview, medical alert band) or electronic or non-electronic historical data. This data may take the form of a positive or a negative such as: "The patient/family member has had..." or "The patient/family member has not had..." When first seen by a health care provider, patients typically bring with them clinical information from past encounters. This and similar information is captured and presented alongside locally captured documentation and notes wherever appropriate.	Mandatory	Yes		Through record history on main screen.
DC.1.1.5	Summarize Health Record	Present a chronological, filterable, and comprehensive review of a patient's EHR, which may be summarized.	A key feature of an electronic health record is its ability to present, summarize, filter, and facilitate searching through the large amounts of data collected during the	Mandatory	Yes		Through patient summary.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JSN

Page 32 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		subject to privacy and confidentiality requirements.	provision of patient care. Much of this data is date or date-range specific and should be presented chronologically. Local confidentiality rules that prohibit certain users from accessing certain patient information must be supported.				
DC.1.1.6	Manage Clinical Documents and Notes	Create, addend, correct, authenticate and close, as needed, transcribed or directly-entered clinical documentation and notes.	Clinical documents and notes may be created in a narrative form, which may be based on a template. The documents may also be structured documents that result in the capture of coded data. Each of these forms of clinical documentation are important and appropriate for different users and situations.	Mandatory	Yes		Through templates and SOAP notes.
DC.1.1.7	Capture External Clinical Documents	Incorporate clinical documentation from external sources.	Mechanisms for incorporating external clinical documentation (including identification of source) such as image documents and other clinically relevant data are available. Data incorporated through these mechanisms is presented alongside locally captured documentation and notes wherever appropriate. EHR system shall have print capability for record release purposes.	Mandatory	Yes		Through attach records module.
DC.1.1.8	Capture Patient-Originated Data	Capture and explicitly label patient-provided and patient-entered clinical data, and support provider	It is critically important to be able to distinguish patient-provided and patient-entered data from clinically authenticated data. Patients may provide data for entry	Mandatory	Yes		As defined during form customization.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

BM

Page 33 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		authentication for inclusion in patient history.	into the health record or be given a mechanism for entering this data directly. Patient-created data intended for use by care providers will be available for their use.				
DC.1.1.9	Capture Patient and Guardian Preferences	Capture patient and guardian preferences at the point of care.	Patient and guardian preferences regarding issues such as language, religion, culture, etcetera - may be important to the delivery of care. It is important to capture these at the point of care so that they will be available to the provider.	Mandatory	Yes		Through inmate additional information.
DC.1.2 Care Plans, Guidelines, and Protocols.							
DC.1.2.1	Present Care Plans, Guidelines, and Protocols	Present organizational guidelines for patient care as appropriate to support order entry and clinical documentation, e.g. ACA, NCHC, JACHO, NH court orders and decrees.	Care plans, guidelines, and protocols may be site specific, community or industry-wide standards. They may need to be managed across one or more providers. Tracking of implementation or approval dates, modifications and relevancy to specific domains or context is provided, e.g. ACA, NCHC, JACHO, NH court orders and decrees.	Mandatory	Yes		Through Chronic Care Module.
DC.1.2.2	Manage Guidelines, Protocols and Patient-Specific Care Plans.	Provide administrative tools for organizations to build care plans, guidelines and protocols for use during patient care planning and care.	Guidelines or protocols may contain goals or targets for the patient, specific guidance to the providers, suggested orders, and nursing interventions, among other items.	Mandatory	Yes		
DC.1.2.3	Generate and Record Patient-Specific Instructions	Generate and record patient-specific instructions related to pre- and post-procedural and	When a patient is scheduled for a test, procedure, or discharge, specific instructions about diet, clothing,	Mandatory	Yes		Through patient education

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials SM

Page 34 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		post-discharge requirements.	transportation assistance, convalescence, follow-up with physician, etcetera, may be generated and recorded, including the timing relative to the scheduled event.				module.
DC.1.3	Medication Ordering and Management						
DC.1.3.1	Order Medication	Create prescriptions or other medication orders with detail adequate for correct filling and administration. Provide information regarding compliance of medication orders with formularies.	Different medication orders, including discontinue, refill, and renew, require different levels and kinds of detail, as do medication orders placed in different situations. The correct details are recorded for each situation. Administration or patient instructions are available for selection by the ordering clinicians, or the ordering clinician is facilitated in creating such instructions. Appropriate time stamps for all medication related activity are generated. This includes series of orders that are part of a therapeutic regimen, e.g. Renal Dialysis, Oncology, detox. When a clinician places an order for a medication, that order may or may not comply with a formulary specific to the patient's location or insurance coverage, if applicable. Whether the order complies with the formulary should be communicated to the ordering clinician at an appropriate point to allow the ordering clinician to decide whether to continue with the order. Formulary-compliant alternatives to the	Mandatory	Yes		Through drug order entry and eMAR.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials JSN

Page 35 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			medication being ordered may also be presented. Supports non-clinical formulary approval process.				
DC.1.3.2	Manage Medication Administration	Present to appropriate clinicians the list of medications that are to be administered to a patient, under what circumstances, and capture administration details.	In a setting in which medication orders are to be administered by a clinician rather than the patient, the necessary information is presented including: the list of medication orders that are to be administered; administration instructions, times or other conditions of administration; dose and route, etcetera. Additionally, the clinician is able to record what actually was or was not administered, whether or not these facts conform to the order. Appropriate time stamps for all medication related activity are generated.	Mandatory	Yes		Through eMAR.
DC.1.4 Orders, Referrals, and Results Management							
DC.1.4.1	Place Patient Care Orders	Capture and track orders based on input from specific care providers.	Orders that request actions or items can be captured and tracked. Examples include orders to transfer a patient between units, to ambulate a patient, for medical supplies, durable medical equipment, home IV, and diet or therapy orders. For each orderable item, the appropriate detail, including order identification and instructions, can be captured. Orders should be communicated to the correct recipient for completion if appropriate.	Mandatory	Yes		Through treatments.
DC.1.4.2	Order Diagnostic Tests	Submit diagnostic test orders based on input from specific	For each orderable item, the appropriate detail and instructions must be available for	Mandatory	Yes		Through diagnostic

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BM

Page 36 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		care providers.	the ordering care provider to complete. Orders for diagnostic tests should be transmitted to the correct destination for completion or generate appropriate requisitions for communication to the relevant resulting agencies.				ordering.
DC.1.4.3	Manage Order Sets	Provide order sets based on provider input or system prompt.	Order sets, which may include medication orders, allow a care provider to choose common orders for a particular circumstance or disease state according to best practice or other criteria. Recommended order sets may be presented based on patient data or other contexts.	Mandatory	Yes		Through formulary configuration.
DC.1.4.4	Manage Referrals	Enable the origination, documentation and tracking of referrals.	Documentation and tracking of a referral from one care provider to another is supported, whether the referred to or referring providers are internal or external to the healthcare organization. Guidelines for whether a particular referral for a particular patient is appropriate in a clinical context and with regard to administrative factors such as insurance may be provided to the care provider at the time the referral is created.	Mandatory	Yes		Through sick call management and/or office management module.
DC.1.4.5	Manage Results	Route, manage and present current and historical test results to appropriate clinical personnel for review, with the ability to filter and compare results.	Results of tests are presented in an easily accessible manner and to the appropriate care providers. Flow sheets, graphs, or other tools allow care providers to view or uncover trends in test data over time. In addition to making results viewable, it is	Mandatory	Yes		Through dashboards.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			often necessary to send results to appropriate care providers using an electronic messaging system, pager, or other mechanism. Results may also be routed to patients electronically or in the form of a letter. Documentation of notification is accommodated.				
DC.1.4.6	Order Blood Products and Other Biologics	Communicate with appropriate sources or registries to order blood products or other biologics.	Interact with a blood bank system or other source to manage orders for blood products or other biologics. Use of such products in the provision of care is captured. Blood bank or other functionality that may come under federal or other regulation (such as by the FDA in the United States) is not required; functional communication with such a system is required.	Optional	Yes		Through interface defined during requirements gathering.
DC.1.5 Consents, Authorization and Directives							
DC.1.5.1	Manage Consents and Authorizations	Create, maintain, and verify patient treatment decisions in the form of consents and authorizations when required.	Treatment decisions are documented and include the extent of information, verification levels and exposition of treatment options. This documentation helps ensure that decisions made at the discretion of the patient, guardian, or other responsible party govern the actual care that is delivered or withheld.	Mandatory	Yes		
DC.1.5.2	Manage Patient Advance Directives	Capture, maintain and provide access to patient advance directives.	Patient advance directives and provider DNR orders can be captured as well as the date and circumstances under which the directives were received, and the location of any paper records of advance directives as	Mandatory	Yes		Through custom forms.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials BM

Page 38 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor		
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
ID	TRKs	Statement	Description			
			appropriate.			
DC.1 Clinical Support						
DC.2.1 Manage Health Information to Enable Decision Support						
DC.2.1.1	Support for Standard Assessments	Offer prompts to support the adherence to care plans, guidelines, and protocols at the point of information capture.	When a clinician fills out an assessment, data entered triggers the system to prompt the assessor to consider issues that would help assure a complete/accurate assessment. A simple demographic value or presenting problem (or combination) could provide a template for data gathering that represents best practice in this situation, e.g. Type II diabetic review, fall and 70+, rectal bleeding etcetera. As another example, to appropriately manage the use of restraints, an online alert is presented defining the requirements for a behavioral health restraint when it is selected.	Mandatory	Yes	Through customization of nursing protocols, templates, guidelines, and standard assessment forms defined during requirements gathering.
DC.2.1.2	Support for Patient Context-Enabled Assessments	Offer prompts based on patient-specific data at the point of information capture.	When a clinician fills out an assessment, data entered is matched against data already in the system to identify potential linkages. For example, the system could scan the medication list and the knowledge base to see if any of the symptoms are side effects of medication already prescribed. Important but rare diagnoses could be brought to the doctor's attention, for instance ectopic pregnancy in a woman of child bearing age who has abdominal pain.	Mandatory	Yes	
DC.2.1.3	Support for Identification of Potential Problems and	Identify trends that may lead to significant problems, and	When personal health information is collected directly during a patient visit input	Mandatory	Yes	

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials SM

Page 39 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
	Trends	provide prompts for consideration.	by the patient, or acquired from an external source (lab results), it is important to be able to identify potential problems and trends that may be patient-specific, given the individual's personal health profile, or changes warranting further assessment. For example: significant trends (lab results, weight); a decrease in creatinine clearance for a patient on metformin, or an abnormal increase in INR for a patient on warfarin.				
DC.2.1.4	Support for Patient and Guardian Preferences	Support the integration of patient and guardian preferences into clinical decision support at all appropriate opportunities.	Decision support functions should permit consideration of patient/guardian preferences and concerns, such as with language, religion, culture, medication choice, invasive testing, and advance directives.	Mandatory	Yes		Through additional information module and CDS module customization.
DC.2.2 Care Plans, Guidelines and Protocols							
DC.2.2.1 Support for Condition Based Care Plans, Guidelines, Protocols							
DC.2.2.1.1	Support for Standard Care Plans, Guidelines, Protocols	Support the use of appropriate standard care plans, guidelines and/or protocols for the management of specific conditions.	At the time of the clinical encounter, standard care protocols are presented. These may include site-specific considerations.	Mandatory	Yes		
DC.2.2.1.2	Support for Context-Sensitive Care Plans, Guidelines, Protocols	Identify and present the appropriate care plans, guidelines and/or protocols for the management of specific conditions that are patient-specific.	At the time of the clinical encounter (problem identification), recommendations for tests, treatments, medications, immunizations, referrals and evaluations are presented based on evaluation of patient specific data, their health profile and any site-specific considerations. These may be	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

BM

Page 40 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			modified on the basis of new clinical data at subsequent encounters.				
DC.2.2.1.3	Capture Variances from Standard Care Plans, Guidelines, Protocols	Identify variances from patient-specific and standard care plans, guidelines, and protocols.	Variances from care plans, guidelines, or protocols are identified and tracked, with alerts, notifications and reports as clinically appropriate. This may include systematic deviations from protocols or variances on a case by case basis dictated by the patient's particular circumstances.	Mandatory	Yes		Through CQI reporting.
DC.2.2.1.4	Support Management of Patient Groups or Populations	Provide support for the management of populations of patients that share diagnoses, problems, demographic characteristics, and etcetera.	Populations or groups of patients that share diagnoses (such as diabetes or hypertension), problems, demographic characteristics, and medication orders are identified. The clinician may be notified of eligibility for a particular test, therapy, or follow-up; or results from audits of compliance of these populations with disease management protocols.	Mandatory	Yes		Through admissions management module.
DC.2.2.1.5	Support for Research Protocols Relative to Individual Patient Care	Provide support for the management of patients enrolled in research protocols and management of patients enrolled in research protocols.	The clinician is presented with protocol-based care for patients enrolled in research studies. See S.3.3.1 for support for enrollment of patients in research protocols.	Optional	Yes		Through chronic care and admissions management modules.
DC.2.2.1.6	Support Self-Care	Provide the patient with decision support for self-management of a condition between patient-provider encounters.	Patients with specific conditions need to follow self-management plans that may include schedules for home monitoring, lab tests, and clinical check ups; recommendations about nutrition, physical activity, tobacco use, etcetera; and guidance	Optional	Yes		Through active problem based patient information is generated on

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BSM

Page 41 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			or reminders about medications.				discharge.
DC.2.3 Medication and Immunization Management							
DC.2.3.1 Support for Medication and Immunization Ordering							
DC.2.3.1.1	Support for Drug Interaction Checking	Identify drug interaction warnings at the point of medication ordering.	The clinician is alerted to drug-drug, drug-allergy, and drug-food interactions at levels appropriate to the health care entity. These alerts may be customized to suit the user or group.	Mandatory	Yes		TechCare utilizes Medi-Span for all drug, dose and allergy related warnings
DC.2.3.1.2	Patient Specific Dosing and Warnings	Identify and present appropriate dose recommendations based on patient-specific conditions and characteristics at the time of medication ordering.	The clinician is alerted to drug-condition interactions and patient specific contraindications and warnings e.g. elite athlete, pregnancy, breast-feeding or occupational risks. The preferences of the patient may also be presented e.g. reluctance to use an antibiotic. Additional patient parameters, including age, Ht, Wt, BSA, may also be incorporated.	Mandatory	Yes		
DC.2.3.1.3	Medication Recommendations	Recommend treatment and monitoring on the basis of cost, local formularies or therapeutic guidelines and protocols.	Offer alternative treatments on the basis of best practice (e.g. cost or adherence to guidelines), a generic brand, a different dosage, a different drug, or no drug (watchful waiting). Suggest lab order monitoring as appropriate. Support expedited entry of series of medications that are part of a treatment regimen, i.e. renal dialysis, Oncology, transplant medications, etcetera.	Mandatory	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
DC.2.3.2	Support for Medication and Immunization Administration or Supply	Alert providers in real-time to potential administration errors such as wrong patient, wrong drug, wrong dose, wrong route and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.	To reduce medication errors at the time of administration of a medication, the patient is positively identified; checks on the drug, the dose, the route and the time are facilitated. Documentation is a by-product of this checking; administration details and additional patient information, such as injection site, vital signs, and pain assessments, are captured. In addition, access to online drug monograph information allows providers to check details about a drug and enhances patient education.	Mandatory	Yes		
DC.2.4 Orders, Referrals, Results and Care Management							
DC.2.4.1	Support for Non-Medication Ordering	Identify necessary order entry components for non-medication orders that make the order pertinent, relevant and resource-conservative at the time of provider order entry; flag any inappropriate orders based on patient profile.	Possible order entry components include, but are not limited to: missing results required for the order, suggested corollary orders, notification of duplicate orders, institution-specific order guidelines, guideline-based orders/order sets, order sets, order reference text, patient diagnosis specific recommendations pertaining to the order. Also, warnings for orders that may be inappropriate or contraindicated for specific patients (e.g. X-rays for pregnant women) are presented.	Mandatory	Yes		Defined in templates and ordered/utilized in SOAP notes.
DC.2.4.2	Support for Result Interpretation	Evaluate results and notify provider of results within the context of the patient's clinical	Possible result interpretations include, but are not limited to: abnormal result evaluation/notification, trending of results	Mandatory	Yes		Through dashboard.

Exhibit H – Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

JSN

Page 43 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement data	Description				
			(such as discrete lab values), evaluation of pertinent results at the time of provider order entry (such as evaluation of lab results at the time of ordering a radiology exam), evaluation of incoming results against active medication orders.				
DC.2.4.3	Support for Referrals						
DC.2.4.3.1	Support for the Referral Process Based Upon the Specific Patient's Clinical Data	Evaluate referrals within the context of a patient's clinical data.	When a healthcare referral is made, pertinent health information, including pertinent results, demographic and insurance data elements (or lack thereof) are presented to the provider. Protocols for appropriate workup prior to referral may be presented. This may be pertinent to transfers between inpatient facilities and SNFs.	Mandatory	Yes		
DC.2.4.3.2	Support for Referral Recommendations	Evaluate patient data and recommend that a patient be referred based on the specific patient's clinical data.	Entry of specific patient conditions may lead to recommendations for referral e.g. for smoking cessation counseling if the patient is prescribed a medication to support cessation.	Mandatory	Yes		
DC.2.4.4	Support for Care Delivery						
DC.2.4.4.1	Support for Safe Blood Administration	Alert provider in real-time to potential blood administration errors.	To reduce blood administration errors at the time of administration of blood products, the patient is positively identified and checks on the blood product, the amount, the route and the time are facilitated. Documentation is a by-product of this checking.	Optional	Yes		Through treatments and alerting profiles.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

75M

Page 44 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
DC.2.4.4.2	Support for Accurate Specimen Collection	Alert providers in real-time to ensure specimen collection is supported.	To ensure the accuracy of specimen collection, when a provider obtains specimens from a patient, the clinician can match each specimen collection identifier and the patient's ID bracelet. The provider is notified in real-time of potential collection errors such as wrong patient, wrong specimen type, wrong means of collection, wrong site, and wrong date and time. Documentation of the collection is a by-product of this checking.	Optional	Yes		Through diagnostic ordering system.
DC.2.5 Support for Health Maintenance: Preventive Care and Wellness							
DC.2.5.1	Precast Alerts for Preventive Services and Wellness	At the point of clinical decision making, identify patient specific suggestions/reminders, screening tests/exams, and other preventive services in support of routine preventive and wellness patient care standards.	At the time of an encounter, the provider or patient is presented with due or overdue activities based on protocols for preventive care and wellness. Examples include but are not limited to, routine immunizations, adult and well baby care, age and sex appropriate screening exams, such as PAP smears.	Mandatory	Yes		
DC.2.5.2	Notifications and Reminders for Preventive Services and Wellness	Between healthcare encounters, notify the patient and/or appropriate provider of those preventive services, tests, or behavioral actions that are due or overdue.	The provider can generate notifications to patients regarding activities that are due or overdue and these communications can be captured. Examples include but are not limited to time sensitive patient and provider notification of: follow-up appointments, laboratory tests, immunizations or examinations. The	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JSY

Page 45 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			notifications can be customized in terms of timing, repetitions and administration reports. E.g. a Pap test reminder might be sent to the patient a 2 months prior to the test being due, repeated at 3 month intervals, and then reported to the administrator or clinician when 9 months overdue.				
DC.2.6 Support for Population Health							
DC.2.6.1	Support for Clinical Health State Monitoring Within a Population	Support clinical health state monitoring of aggregate patient data for use in identifying health risks from the environment and/or population.	Standardized surveillance performance measures that are based on known patterns of disease presentation can be identified by aggregating data from multiple input mechanisms. For example, elements include, but are not limited to patient demographics, resource utilization, presenting symptoms, acute treatment regimens, laboratory and imaging study orders and results and genomic and proteomic data elements. Identification of known patterns of existing diseases involves aggregation and analysis of these data elements by existing relationships. However, the identification of new patterns of disease requires more sophisticated pattern recognition analysis. Early recognition of new patterns requires data points available early in the disease presentation. Demographics, ordering	Mandatory	Yes		Through reporting and advanced search modules.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			patients and resource use (e.g., ventilator or intensive care utilization pattern changes) are often available earlier in the presentation of non-predictable diseases. Consumer-generated information is also valuable with respect to surveillance efforts.				
DC.2.6.2	Support for Notification and Response	Upon notification by an external, authoritative source of a health risk within the cared for population, alert relevant providers regarding specific potentially at-risk patients with the appropriate level of notification.	Upon receipt of notice of a health risk within a cared-for population from public health authorities or other external authoritative sources, identify and notify individual care providers or care managers that a risk has been identified and requires attention including suggestions on the appropriate course of action. This process gives a care provider the ability to influence how patients are notified, if necessary.	Optional	Yes		Reportable risk flags can be added to the patient's profile and alerting on.
DC.2.6.3	Support for Monitoring Response to Notifications Regarding an Individual Patient's Health, Including Appropriate Follow-Up Notifications	In the event of a health risk alert and subsequent notification related to a specific patient, monitor if expected actions have been taken, and execute follow-up notification if they have not.	Identifies that expected follow-up for a specific patient event (e.g., follow up to error alerts or absence of an expected lab result) has not occurred and communicate the omission to appropriate care providers in the chain of authority. Of great importance to the notification process is the ability to match a care provider's clinical privileges with the clinical requirements of the notification.	Mandatory	Yes		
DC.2.7	Support for Knowledge Access						
DC.2.7.1	Access Clinical Guidance	Provide relevant evidence-based information and knowledge to the point of care	Examples include but are not limited to: evidence on treatment of conditions and wellness, as well as context-specific links to	Essential Future	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NephCare Initials 3M

Page 47 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		for use in clinical decisions and care planning.	other knowledge resources. For example, when a condition is diagnosed provider is directed to relevant online evidence for management.				
DC.2.7.2	Specific Patient Education Access	Enable the accessibility of reliable information about wellness, disease management, treatments, and related information that is relevant for a specific patient.	A provider will be able to find reliable information to answer a health question, follow up from a clinical visit, identify treatment options, or other health information needs. The information may be linked directly from entries in the health record, or may be accessed through other means such as key word searching.	Mandatory	Yes		
DC.3 Operations Management and Communication							
DC.3.1	Clinical Workflow Tasking	Schedule and manage tasks with appropriate timeliness.	Since the electronic health record will replace the paper chart, tasks that were based on the paper artifact must be effectively managed in the electronic environment. Functions must exist in the EHRS that support electronically any workflow that previously depended on the existence of a physical artifact (such as the paper chart, a phone message slip) in a paper based system. Tasks differ from other more generic communication among participants in the care process because they are a call to action and target completion of a specific workflow in the context of a patient's health record (including a specific component of the record). Tasks also require disposition (final resolution). The		Yes		TechCare provides role based dashboards that define workflows for an electronic health care review process.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

34

Page 48 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements			Vendor			
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description			
			Initiator may optionally require a response. For example, in a paper based system, physically placing charts in piles for review creates a physical queue of tasks related to those charts. This queue of tasks (for example, a set of patient phone calls to be returned) must be supported electronically so that the list (of patients to be called) is visible to the appropriate user or role for disposition. Tasks are time-limited (or finite). The state transition (e.g. created, performed and resolved) may be managed by the user explicitly or automatically based on rules. For example, if a user has a task to signoff on a test result, that task should automatically be marked complete by the EHR when the test result linked to the task is signed in the system. Patients will become more involved in the care process by receiving tasks related to their care. Examples of patient related tasks include acknowledgement of receipt of a test result forwarded from the provider, or a request to schedule an appointment for a pap smear (based on age and frequency criteria) generated automatically by the EHRs on behalf of the provider.			
DC.3.1.1	Clinical Task Assignment and Routing	Assignment, delegation and/or transmission of tasks to the appropriate parties.	Tasks are at all times assigned to at least one user or role for disposition. Whether the task is assignable and to whom the task can	Mandatory	Yes	Through dashboards and work flow

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials 54

Page 49 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor		
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description			
			be assigned will be determined by the specific needs of practitioners in a care setting. Task-assignment lists help users prioritize and complete assigned tasks. For example, after receiving a phone call from a patient, the triage nurse routes or assigns a task to return the patient's call to the physician who is on call. Task creation and assignment may be automated, where appropriate. An example of a system-triggered task is when lab results are received electronically; a task to review the result is automatically generated and assigned to a clinician. Task assignment ensures that all tasks are disposed of by the appropriate person or role and allows efficient interaction of entities in the care process.			definitions.
DC.3.1.2	Clinical Task Linking	Linkage of tasks to patients and/or a relevant part of the electronic health record.	Clinical tasks are linked to a patient or to a component of a patient's medical record. An example of a well defined task is "Dr. Jones must review Mr. Smith's blood work results." Efficient workflow is facilitated by navigating to the appropriate area of the record to ensure that the appropriate test result for the correct patient is reviewed. Other examples of tasks might involve fulfillment of orders or responding to patient phone calls.	Mandatory	Yes	
DC.3.1.3	Clinical Task Tracking	Track tasks to guarantee that	In order to reduce the risk of errors during	Mandatory	Yes	Through CQI

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials *BM*

Page 50 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		each task is carried out and completed appropriately.	the care process due to missed tasks, the provider is able to view and track un-disposed tasks, current work lists, the status of each task, unassigned tasks or other tasks where a risk of omission exists. For example, a provider is able to create a report to show test results that have not been reviewed by the ordering provider based on an interval appropriate to the care setting.				reporting, dashboards, and queues.
DC.3.1.3.1	Clinical Task Timeliness Tracking	Track and/or report on timeliness of task completion.	Capability to track and review reports on the timeliness of certain tasks in accordance with relevant law and accreditation standards.	Mandatory	Yes		Through reporting.
DC.3.2	Support Clinical Communication		Healthcare requires secure communications among various participants: patients, doctors, nurses, chronic disease care managers, pharmacists, laboratories, payers, consultants, and others. An effective EHR supports communication across all relevant participants, reduces the overhead and costs of healthcare-related communications, and provides automatic tracking and reporting. The list of communication participants is determined by the care setting and may change over time. Because of concerns about scalability of the specification over time, communication participants for all care settings or across care settings are not enumerated here because it would limit the		Yes		

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials WJ

Page 51 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			Comments
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	
ID	Title	Statement	Description				
			possibilities available to each care setting and implementation. However, communication between providers and between patients and providers will be supported in all appropriate care settings and across care settings. Implementation of the EHRS enables new and more effective channels of communication, significantly improving efficiency and patient care. The communication functions of the EHRS will eventually change the way participants collaborate and distribute the work of patient care.				
DC.J.2.1	Inter-Provider Communication	Support secure electronic communication (inbound and outbound) between providers to trigger or respond to pertinent actions in the care process (including referral), document non-electronic communication (such as phone calls, correspondence or other encounters) and generate paper message artifacts where appropriate.	Communication among providers involved in the care process can range from real time communication (for example, fulfillment of an injection while the patient is in the exam room), to asynchronous communication (for example, consult reports between physicians). Some forms of inter-practitioner communication will be paper based and the EHRS must be able to produce appropriate documents.	Mandatory	Yes		Through messaging module.
DC.J.2.2	Pharmacy Communication	Provide features to enable secure bidirectional communication of information electronically between EHRS	When a medication is prescribed, routed to the pharmacy or another intended recipient of pharmacy orders. This information is used to avoid transcription errors and	Mandatory	Yes		Through interface.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		and pharmacies or between practitioner and intended recipient of pharmacy orders.	facilitate detection of potential adverse reactions. Upon filling the prescription, information is sent back to the practitioner through the EHRS to indicate that the patient received the medication. If there is a question from the pharmacy, that communication can be presented to the provider with their other tasks within the EHRS.				
DC.3.2.3	Provider and Patient or Guardian Communication	Trigger or respond to electronic communication (inbound and outbound) between providers and patients or patient representatives/guardians with pertinent actions in the care process.	The clinician is able to communicate with patients and others, capturing the nature and content of electronic communication, or the time and details of other communication. For example: when test results arrive, the clinician may wish to email the patient that test result was normal (details of this communication are captured); a patient may wish to request a refill of medication by emailing the physician; patients with asthma may wish to communicate their peak flow logs/diaries to their provider; or a hospital may wish to communicate with selected patients about a new smoking cessation program.	Future	Yes		
DC.3.2.4	Patient, Guardian Education	Identify and make available electronically or in print any educational or support resources for patients, and guardians that are most pertinent for a given health	The provider or patient is presented with a library of educational materials and where appropriate, given the opportunity to document patient/caregiver comprehension. The materials can be printed or electronically communicated to the patient.	Mandatory	Yes		Through facility/site defined resources.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		concern, condition, or diagnosis and which are appropriate for the person (s).					
DC3.2.5	Communication with Medical Devices	Support communication and presentation of data captured from medical devices.	Communication with medical devices is supported as appropriate to the care setting. Examples include: vital signs/pulse-oximeter, anesthesia machines, home diagnostic devices for chronic disease management, laboratory machines, bar coded artifacts (medicine, immunizations, demographics, history, and identification).	Essential Future	Yes		Abbott, LifeScan and Welch Allyn devices are point of care devices that have been supported.
S.1	Clinical Support						
S.1.1	Registry Notification	Enable the automated transfer of formatted demographic and clinical information to and from local disease specific registries (and other notifiable registries) for patient monitoring and subsequent epidemiological analysis.	The user can export personal health information to disease specific registries, other notifiable registries like immunization registries, and add new registries through the addition of standard data transfer protocols or messages.	Essential Future	Yes		TechCare is Stage 2 meaningful use certified. Part of interoperability testing during the certification process requires us to communicate with public health registries (immunization).
S.1.2	Donor Management	Provide capability to capture	The user is able to capture or receive	Optional			

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials JSN

Page 54 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
	Support	or receive, and share needed information on potential organ and blood donors and recipients.	information on potential organ and blood donors and recipients. The user can make this information available to internal and external donor matching agencies.				
S.1.3	Provider Directory	Provide a current directory of practitioner, team, department, organization, and etcetera, information in accordance with relevant laws, regulations, and conventions.	Maintain or access current directory of provider information in accordance with relevant laws, regulations, and conventions, including full name, address or physical location, and a 24x7 telecommunications address (e.g. phone or pager access number) for the purposes of the following functions.		Yes		
S.1.3.1	Provider Demographics	Provide a current directory of practitioners that, in addition to demographic information, contains data needed to determine levels of access required by the EHR security system.	Provider demographics may include any credentials, certifications, or any other information that may be used to verify that a provider is permitted to perform certain services.	Mandatory	Yes		DEA and license information is tracked and maintainable within TechCare.
S.1.3.2	Provider's Location within Facility	Provide provider location or contact information on a facility's premises.		Optional	Yes		
S.1.4	Facility/Housing Rosters	Provide a current directory of patient information in accordance with relevant privacy and other applicable laws, regulations, and conventions.	Provide a current directory of patient information in accordance with relevant privacy and other applicable laws, regulations, and conventions, including, when available, full name, address or physical location, alternate contact person, primary phone number, and relevant health status information for the purposes of the following functions. This function should	Optional	Yes		NaphCare will work with NHDOC to develop an up to date transfer of patient demographic and housing

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials DM

Page 55 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			Interface with the OMS.				Information using TechCare's interface plugin manager.
S.1.4.1	Patient Demographics	Support bi-directional interfaces with other systems, applications, and modules to enable the maintenance of updated demographic information in accordance with realm-specific recordkeeping requirements.	The minimum demographic data set must include the data required by realm-specific laws governing health care transactions and reporting. This may also include data input of death status information.	Mandatory	Yes		
S.1.4.2	Patient's Location within a Facility	Provide the patient's location information within a facility's premises.	Example: The patient occurs in a prison setting.	Mandatory	Yes		
S.1.4.3	Patient's Housing for the Provision and Administration of Services	Provide the patient's housing information solely for purposes related to the provision and administration of services to the patient, patient transport, and as required for public health reporting.		Mandatory	Yes		
S.1.4.4	Optimize Patient Bed Assignment	Support interactions with other systems, applications, and modules to ensure that the patient's bed assignments		Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

341

Page 56 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		within the facility optimize care and minimize risks e.g. of exposure to contagious patients.					
S.1.5	De-identified Data Request Management	Provide patient data in a manner that meets local requirements for de-identification.	When an internal or external party requests patient data and that party requests de-identified data (or is not entitled to identify patient information, either by law or custom), the user can export the data in a fashion that meets local requirements for de-identification. An audit trail of these requests and exports is maintained. For internal clinical audit, a re-identification key may be added to the data.	Mandatory	Yes		Through ROI redaction control.
S.1.6	Scheduling	Support interactions with other systems, applications, and modules to provide the necessary data to a scheduling system for optimal efficiency in the scheduling of patient care, for either the patient or a resource/device.	The system user can schedule events as required. Relevant clinical or demographic information can be linked to the task.	Mandatory	Yes		Through interface with currently available scheduling system as defined in requirements gathering.
S.1.7	Healthcare Resource Availability	Support interactions with other systems, applications, and modules to enable the distribution of local healthcare resource information in times of local or national emergencies.	In times of identified local or national emergencies and upon request from authorized bodies, provide current status of healthcare resources including, but not limited to, available beds, providers; support personal, ancillary care areas and devices, operating theaters, medical	Optional	Yes		Through interface with currently available scheduling system as defined in

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials

JSM

Page 57 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
ID	Title	Statement	Description				
			supplies, vaccines, and pharmaceuticals. The intent is for the authorized body to distribute either resources or patient load to maximize efficient healthcare delivery.				requirements gathering.
S.2 Measurement, Analysis, Research and Reports							
S.2.1	Measurement, monitoring, and analysis	Support measurement and monitoring of care for relevant purposes.					
S.2.1.1	Outcome Measures and Analysis	Support the capture and reporting of information for the analysis of outcomes of care provided to populations, in facilities, by providers, and in communities.	Mandatory	Yes			
S.2.1.1	Outcome Measures and Analysis	Support the capture and reporting of information for the analysis of outcomes of care provided to populations, in facilities, by providers, and in communities.	Mandatory	Yes			
S.2.1.2	Performance and Accountability Measures	Support the capture and reporting of quality, performance, and accountability measures to which providers/facilities/delivery systems/communities are held accountable including measures related to process, outcomes, and/or costs of	Mandatory	Yes			Through CQI reporting.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials SM

Page 58 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		care, may be used in 'pay for performance' monitoring and adherence to best practice guidelines.					
S.2.2	Report Generation	Provide report generation features for the generation of standard and ad hoc reports.	A user can create standard and ad hoc reports for clinical, administrative, and financial decision-making, and for patient use - including structured data and/or unstructured text from the patient's health record. Reports may be linked with financial and other external data sources (i.e. data external to the entity). Such reports may include patient-level reports, provider/facility/delivery system-level reports, population-level reports, and reports to public health agencies. Examples of patient-level reports include: administratively required patient assessment forms, admission/transfer/discharge reports, operative and procedure reports, consultation reports, and drug profiles. Examples of population-level reports include: reports on the effectiveness of clinical pathways and other evidence-based practices, tracking completeness of clinical documentation, etcetera. Examples of reports to public health agencies include: vital statistics, reportable diseases, discharge summaries, immunization data including adverse outcomes, cancer data,		Yes		Through advanced search.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

JSN

Page 59 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			and other such data necessary to maintain the public's health (including suspicion of newly emerging infectious disease and non-natural events).				
S.2.2.1	Health Record Output	Allow users to define the records and/or reports that are considered the formal health record for disclosure purposes, and provide a mechanism for both chronological and specified record element output.	Provide hardcopy and electronic output that can fully chronicle the healthcare process, supports selection of specific sections of the health record, and allows healthcare organizations to define the report and/or documents that will comprise the formal health record for disclosure purposes.	Mandatory	Yes		Through discharge and patient summary.
S.3 Administrative and Financial							
S.3.1	Encounter/Episode of Care Management	Manage and document the health care needed and delivered during an encounter/episode of care.	Using data standards and technologies that support interoperability, encounter management promotes patient-centered/oriented care and enables real time, immediate point of service, point of care by facilitating efficient work flow and operations performance to ensure the integrity of: (1) the health record, (2) public health, financial and administrative reporting, and (3) the healthcare delivery process. This support is necessary for direct care functionality that relies on providing user interaction and workflows, which are configured according to clinical protocols and business rules based on encounter specific values such as care		Yes		HL7 and CCD documents are supported standards that provide interoperability between supported systems.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JS

Page 60 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			setting, encounter type (inpatient, outpatient, home health, etcetera), provider type, patient's EHR, health status, demographics, and the initial purpose of the encounter.				
S.3.1.1	Specialized Views	Present specialized views based on the encounter-specific values, clinical protocols and business rules.	The system user is presented with a presentation view and system interaction appropriate to the context with capture of encounter-specific values, clinical protocols and business rules. This "user view" may be configurable by the user or system technicians. As an example, a provider would be presented with a suicide risk assessment specific workflow synchronized to the current patient's care plan and tailored to support the interventions appropriate for this patient, including chronic disease management protocols both medical and psychiatric.	Mandatory	Yes		
S.3.1.2	Encounter Specific Functionality	Provide assistance in assembling appropriate data, supporting data collection and processing output from a specific encounter.	Workflows, based on the encounter management settings, will assist in determining the appropriate data collection, import, export, extraction, linkages and transformation. As an example, a provider is presented with diagnostic and procedure codes specific to internal medicine. Business rules enable automatic collection of necessary data from the patient's health record and patient registry. As the provider enters data, workflow processes are	Mandatory	Yes		

Exhibit H - Requirements

DotT Template 8/22/14

Authorized NaphCare Initials

JSN

Page 61 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements							
Req #	Requirement Description			Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			triggered to populate appropriate transactions and documents. For example, data entry might populate an eligibility verification transaction or query the immunization registry.				
S.3.1.3	Automatic Generation of Administrative and Financial Data from Clinical Record	Provide patients clinical data to support administrative and financial reporting.	A user can generate a bill based on health record data. Maximizing the extent to which administrative and financial data can be derived or developed from clinical data will lessen provider reporting burdens and the time it takes to complete administrative and financial processes such as claim reimbursement. This may be implemented by mapping of clinical terminologies in use to administrative and financial terminologies.	Mandatory	Yes		During customization process, determine codes associated with treatments and encounters. Then that can be reported against.
S.3.1.4	Support Remote Healthcare Services	Support remote health care services such as telXXXX and remote device monitoring by integrating records and data collected by these means into the patient's EHR for care management, billing and public health reporting purposes.	Enables remote treatment of patients using monitoring devices, and two way communications between provider and patient or provider and provider. - Promotes patient empowerment, self-determination and ability to maintain health status in the community. Promotes personal health, wellness and preventive care. For example, a diabetic pregnant Mom can self-monitor her condition from her home and use web TV to report to her provider. The same TV-internet connectivity allows her to get dietary and other health promoting	Future	More Information Required		More information as it relates to the current or future NHDOC processes in place for tele-health.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BM

Page 62 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			information to assist her with managing her high-risk pregnancy.				
S.3.2	Information Access for Supplemental Use	Support extraction, transformation and linkage of information from structured data and unstructured text in the patient's health record for care management, financial, administrative, and public health purposes.	Using data standards and technologies that support interoperability, information access functionalities serve primary and secondary record use and reporting with continuous record availability and access that ensure the integrity of (1) the health record, (2) public health, financial and administrative reporting, and (3) the healthcare delivery process.		Yes		
S.3.2.1	Rules-Driven Clinical Coding Assistance	Make available all pertinent patient information needed to support coding of diagnoses, procedures and outcomes.	The user is assisted in coding information for clinical reporting reasons. For example, a professional coder may have to code the principal diagnosis in the current, applicable ICD as a basis for hospital funding. All diagnoses and procedures during the episode may be presented to the coder, as well as the applicable ICD hierarchy containing these codes.	Mandatory	Yes		Through custom reporting.
S.3.2.2	Rules-Driven Financial and Administrative Coding Assistance	Provide financial and administrative coding assistance based on the structured data and unstructured text available in the encounter documentation.	The user is assisted in coding information for billing or administrative reasons. For example, the HIPAA 837 Professional claim requires the date of the last menstrual cycle for claims involving pregnancy. To support the generation of this transaction, the clinician would need to be prompted to enter this date when the patient is first determined to be pregnant, then making this information available for the billing.	Mandatory	Yes		Through custom reporting.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BN

Page 63 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
S.3.2.3	Integrate Cost/Financial Information	Support interactions with other systems, applications, and modules to enable the use of cost management information required to guide users and workflows.	The provider is alerted or presented with the most cost-effective services, referrals, devices and etcetera, to recommend to the patient. This may be tailored to the patient's health insurance/plan coverage rules. Medications may be presented in order of cost, or the cost of specific interventions may be presented at the time of ordering.	Mandatory	Yes		Formulary categories can be applied to medications, treatments and diagnostic orders.
S.3.3	Administrative Transaction Processing	Support the creation (including using external data sources, if necessary), electronic interchange, and processing of transactions listed below that may be necessary for encounter management during an episode of care.	Support the creation (including using external data sources, if necessary), electronic interchange, and processing of transactions listed below that may be necessary for encounter management during an episode of care. > The EHR system shall capture the patient health-related information needed for administrative and financial purposes including reimbursement. > Captures the episode and encounter information to pass to administrative or financial processes (e.g. triggers transmissions of charge transactions as by-product of on-line interaction including order entry, order status, result entry, documentation entry, medication administration charting.) > Automatically retrieves information needed to verify coverage and medical necessity. > As a byproduct of care delivery and documentation: captures and presents all		Yes		Through CCD documents and interfaces with 3 rd parties as requested by NHDOC during customization process.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials SM

Page 64 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			patient information needed to support coding. Ideally performs coding based on documentation. > Clinically automated revenue cycle - examples of reduced denials and error rates in claims. > Clinical information needed for billing is available on the date of service. > Physician and clinical teams do not perform additional data entry / tasks exclusively to support administrative or financial processes.				
S.3.3.1	Enrollment of Patients	Support interactions with other systems, applications, and modules to enable enrollment of uninsured patients into subsidized and unsubsidized health plans, and enrollment of patients who are eligible on the basis of health and/or financial status in social service and other programs, including clinical trials and the Affordable Care Act.	Expedites determination of health insurance coverage, thereby increasing patient access to care. The provider may be alerted that uninsured patients may be eligible for subsidized health insurance or other health programs through the Affordable Care Act because they meet eligibility criteria based on demographics and/or health status. For example: a provider is notified that the uninsured patient may now be eligible for a new subsidized health insurance program; a provider of a pregnant patient is presented with information about eligibility for subsidy. Links may be provided to online enrollment forms. When enrollment is determined, the health coverage information needed for processing administrative and financial documentation, reports or transactions is captured.		Yes		Needs further definition during requirements gathering to determine feasibility with state health exchange.
S.3.3.2	Eligibility Verification and	Support interactions with	Automatically retrieves information needed	Essential	Yes		NaphCare has

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials SM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
	Determination of Coverage	other systems, applications, and modules to enable eligibility verification for health insurance and special programs, including verification of benefits and pre-determination of coverage.	to support verification of coverage at the appropriate juncture in the encounter workflow. Improves patient access to covered care and reduces claim denials. When eligibility is verified, the EHRS would capture eligibility information needed for processing administrative and financial documentation, reports or transactions - updating or flagging any inconsistent data. In addition to health insurance eligibility, this function would support verification of registration in programs and registries, such as chronic care case management and immunization registries. An EHRS would likely verify health insurance eligibility prior to the encounter, but would verify registration in case management or immunization registries during the encounter.	Future			worked with State exchanges in the New England region to electronically obtain eligibility verification of coverage.
S.3.3.3	Service Authorizations	Support interactions with other systems, applications, and modules to enable the creation of requests, responses and appeals related to service authorization, including prior authorizations, referrals, and pre-certification.	Automatically retrieves information needed to support verification of medical necessity and prior authorization of services at the appropriate juncture in the encounter workflow. Improves timeliness of patient care and reduces claim denials.	Future	Yes		TeckCare provides a utilization dashboard that supports this workflow.
S.3.3.4	Support of Service Requests and Claims	Support interactions with other systems, applications, and modules to support the	Automatically retrieves structured data, including lab, imaging and device monitoring data, and unstructured text.	Future	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		creation of health care attachments for submitting additional clinical information in support of service requests and claims.	based on rules or requests for additional clinical information in support of service requests or claims at the appropriate juncture in the encounter workflow.				
S.3.3.5	Claims and Encounter Reports for reimbursement	Support interactions with other systems, applications, and modules to enable the creation of claims and encounter reports for reimbursement.	Automatically retrieves information needed to support claims and encounter reporting at the appropriate juncture in the encounter workflow.	Essential Future	More Information Needed		We are capable of generating electronically x12 5010 standard 837I and 837P documents for claims submission. We would need to work with NHDOD medical leadership in order to define a super bill checklist.
S.3.3.6	Health Service Reports at the Conclusion of an Episode of Care.	Support the creation of health service reports at the conclusion of an episode of care. Support the creation of health service reports to authorized health entities, for example public health, such as	Effective use of this function means that clinicians do not perform additional data entry to support health management programs and reporting.	Essential Future	Yes		TechCare adheres to Meaningful Use Stage 1 and Stage 2 interoperability standards.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BM

Page 67 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		notifiable condition reports, immunization, cancer registry and discharge data that a provider may be required to generate at the conclusion of an episode of care.					
S.3.4	Manage Practitioner/Patient Relationships	Identify relationships among providers treating a single patient, and provide the ability to manage patient lists assigned to a particular provider.	This function addresses the ability to access and update current information about the relationships between caregivers and the subjects of care. This information should be able to flow seamlessly between the different components of the EHRS, and between the EHRS and other systems. Business rules may be reflected in the presentation of, and the access to this information. The relationship among providers treating a single patient will include any necessary chain of authority/responsibility. Example: In a care setting with multiple providers, where the patient can only see certain kinds of providers (or an individual provider); allow the selection of only the appropriate providers. Example: The user is presented with a list of people assigned to a given practitioner and may alter the assignment as required - to a group, to another individual or by sharing the assignment.	Mandatory	Yes		TechCare provides role based continuity of care workflows based on end-user job function.
S.3.5	Subject to Subject Relationship	Capture relationships between patients and others to facilitate	A user may assign the relationship of parent to a person who is their offspring. This		Yes		Patient additional

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials DM

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			Comments
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	
ID	Title	Statement	Description				
		appropriate access to their health record on this basis (e.g. parent of a child) if appropriate.	relationship may facilitate access to their health record as parent of a young child.				Information is capable of being captured from the demographic panel associated with each patient's profile.
S.3.5.1	Related by Genealogy	Provide information of Related by genealogy (blood relatives)		Optional	Yes		
S.3.5.2	Related by Insurance	Support interactions with other systems, applications, and modules to provide information of Related by insurance (domestic partner, spouse, and guarantor).		Optional	Yes		
S.3.5.3	Related by Living Situation	Provide information of Related by living situation (in same household)		Optional	Yes		
S.3.5.4	Related by Other Means	Provide information of related by other means (e.g. epidemiologic exposure or other person authorized to see records, Living Will cases).		Mandatory	Yes		
S.3.6	Acuity and Severity	Provide the data necessary for the capability to support and manage patient acuity/severity		Mandatory	Yes		

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials JM

Page 69 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		of illness/risk adjustment.					
S.3.7	Maintenance and Supportive Functions	Update EHR supportive content on an automated basis.					
S.3.7.1	Clinical Decision Support System Guidelines Updates	Receive and validate formatted inbound communications to facilitate updating of clinical decision support system guidelines and associated reference material.		Mandatory	Yes		TechCare has a built in clinical decision support engine that generates role based guidelines and recommendations on patient profiles.
S.3.7.2	Account for Patient Education Material Updates	Receive and validate formatted inbound communications to facilitate updating of patient education material.		Mandatory	Yes		As education content defined by NHDOD.
S.3.7.3	Patient Reminder Information Updates	Receive and validate formatted inbound communications to facilitate updating of patient reminder information from external sources such as Cancer or Immunization Registries.		Mandatory	Yes		As education content defined by NHDOD.
S.3.7.4	Public Health Related Updates	Receive and validate formatted inbound communications to facilitate		Mandatory	Yes	Essential if the public health	As defined by NH Public Health

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials SM

Page 70 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		updating of public health reporting guidelines				functional-ity is implement-ed	Department.
I.	Security						
1.1	Security	Secure the access to an EHR-S and EHR information. Manage the sets of access control permissions granted within an EHR-S. Prevent unauthorized use of data, data loss, tampering and destruction.	To enforce security, all EHR-S applications must adhere to the rules established to control access and protect the privacy of EHR information. Security measures assist in preventing unauthorized use of data and protect against loss, tampering and destruction.				
1.1.1	Entity Authentication	Authenticate EHR-S users and/or entities before allowing access to an EHR-S.	Both users and application are subject to authentication. The EHR-S must provide mechanisms for users and applications to be authenticated. Users will have to be authenticated when they attempt to use the application, the applications must authenticate themselves before accessing EHR information managed by other applications or remote EHR-S. In order for authentication to be established a Chain of Trust agreement is assumed to be in place. Examples of entity authentication include: > Username/ password; > Digital certificate; > Secure token; > Biometrics	Mandatory	Yes		User name /Password authentication is included. TechCare is capable of integrating with Active Directory directly. Secure token (two-form) authentication can be supported. NaphCare will work with a

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
							NHDOC preferred token vendor to implement. If additional levels of authentication are required.
1.1.2	Entity Authorization	Manage the sets of access-control permissions granted to entities that use an EHR-S (EHR-S Users). Enable EHR-S security administrators to grant authorizations to users, for roles, and within contexts. A combination of the authorization levels may be applied to control access to EHR-S functions or data within an EHR-S, including at the application or the operating system level.	Entities that use an EHR-S (EHR-S Users) are authorized to use the components of an EHR-S according to identity, role, work-assignment, present condition and/or location in accordance with an entity's scope of practice within a legal jurisdiction. > User based authorization refers to the permissions granted or denied based on the identity of an individual. An example of User based authorization is a patient defined denial of access to all or part of a record to a particular party for reasons such as privacy. Another user based authorization is for a tele-monitor device or robotic access to an EHR-S for prescribed directions and other input. > Role based authorization refers to the responsibility or function performed in a particular operation or process. Example roles include: an application or device (tele-monitor or robotic); or a nurse, dietitian, administrator, legal guardian, and auditor. > Context-based Authorization is defined	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JSN

Page 72 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			by ISO as security-relevant properties of the context in which an access request occurs, explicitly time, location, route of access, and quality of authentication. In addition to the standard, context authorization for an EHR-S is extended to satisfy special circumstances such as, assignment, consents, or other healthcare-related factors. A context-based example might be a right granted for a limited period to view those, and only those, EHR records connected to a specific topic of investigation.				
1.1.3	Entity Access Control	Verify and enforce access control to all EHR-S components, EHR information and functions for end-users, applications, sites, etc., to prevent unauthorized use of a resource, including the prevention or use of a resource in an unauthorized manner.	This is a fundamental function of an EHR-S. To ensure access is controlled, an EHR-S must perform an identity lookup of users or application for any operation that requires it (authentication, authorization, secure routing, querying, etc.) and enforce the system and information access rules that have been defined.		Yes		
1.1.3.1	Patient Access Management	Enable a healthcare professional to manage a patient's access to the patient's personal health information. Patient access-management includes allowing a patient access to the patient's	A healthcare professional will be able to manage a patient's ability to view his/her EHR, and to alert other providers accessing the EHR about any constraints on patient access placed by this provider. Typically, a patient has the right to view his/her EHR. However, a healthcare provider may	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

54

Page 73 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		information and restricting access by the patient or guardian to information that is potentially harmful to the patient.	sometimes need to prevent a patient (or guardian) from viewing parts of the record. For example, a patient receiving psychiatric care might harm himself (or others) if he reads the doctor's evaluation of his condition. Furthermore, reading the doctor's therapy plan might actually cause the plan to fail.				
I.1.4	Non-repudiation	Limit an EHR-S user's ability to deny (repudiate) an electronic data exchange originated, received or authorized by that user.	Non-repudiation ensures that an entered or a transferred message has been entered, sent, or received by the parties claiming to have entered, sent or received the message. Non-repudiation is a way to guarantee that the sender of a message cannot later deny having sent the message and that the recipient cannot deny having received the message. Non-repudiation may be achieved through the use of: > Digital signature, which serves as a unique identifier for an individual (much like a written signature). > Confirmation service, which utilizes a message transfer agent to create a digital receipt (providing confirmation that a message was sent and/or received) and > Timestamp, which proves that a document existed at a certain date and time.	Mandatory	Yes		
I.1.5	Secure Data Exchange	Secure all modes of EHR data exchange.	Whenever an exchange of EHR information occurs, it requires appropriate security and privacy considerations, including data obfuscation as well as both destination and	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials DM

Page 74 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			source authentication when necessary. For example, it may be necessary to encrypt data sent to remote or external destinations. This function requires that there is an overall coordination regarding what information is exchanged between EHR-S entities and how that exchange is expected to occur. The policies applied at different locations must be consistent or compatible with each other in order to ensure that the information is protected when it crosses entity boundaries within an EHRS or external to an EHRS.				
I.1.6	Secure Data Routing	Route electronically exchanged EHR data only to/from known, registered, and authenticated destinations/sources (according to applicable healthcare-specific rules and relevant standards).	An EHR-S needs to ensure that it is exchanging EHR information with the entities (applications, institutions, directories) it expects. This function depends on entity authorization and authentication to be available in the system. For example, a provider practice management application in an EHR-S might send clinical attachment information to an external entity. To accomplish this, the application must use a secure routing method, which ensures that both the sender and receiving sides are authorized to engage in the information exchange.	Mandatory	Yes		Techcare supports direct messaging as outlined in Meaningful use Stage 2 transmission guidelines.
I.1.7	Information Attestation	Manage electronic attestation of information including the	The purpose of attestation is to show authorship and assign responsibility for an	Mandatory	Yes		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	
ID	Title	Statement	Description				
		retention of the signature of attestation (or certificate of authenticity) associated with incoming or outgoing information.	act, event, condition, opinion, or diagnosis. Every entry in the health record must be identified with the author and should not be made or signed by someone other than the author. (Note: A senior clinician may attest to the accuracy of another's statement of events.) Attestation is required for (paper or electronic) entries such as narrative or progress notes, assessments, flow sheets, and orders. Digital signatures may be used to implement document attestation. For an incoming document, the record of attestation is retained if included. Attestation functionality must meet applicable legal, regulatory and other applicable standards or requirements.				
1.1.8	Enforcement of Confidentiality	Enforce the applicable jurisdiction's patient privacy rules as they apply to various parts of an EHR-S through the implementation of security mechanisms.	A patient's privacy may be adversely affected when EHRs are not held in confidence. Privacy rule enforcement decreases unauthorized access and promotes the level of EHR confidentiality.	Mandatory	Yes		
1.1.9	Health Record Information and Management	Manage EHR information across EHR-S applications by ensuring that clinical information entered by providers is a valid representation of clinical notes; and is accurate and complete according to clinical	Since EHR information will typically be available on a variety of EHR-S applications, an EHR-S must provide the ability to access, manage and verify accuracy and completeness of EHR information, and provide the ability to audit the use of and access to EHR information.		Yes		Through CQI reporting.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials DM

Page 76 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		rules and tracking amendments to clinical documents. Ensure that information entered by or on behalf of the patient is accurately represented.					
1.2.1	Data Retention, Availability and Destruction	Retain, ensure availability, and destroy health record information according to organizational standards. This includes: > Retaining all EHR-S data and clinical documents for the time period designated by policy or legal requirement; > Retaining inbound documents as originally received (unshredded); > Ensuring availability of information for the legally prescribed period of time; and > Providing the ability to destroy EHR data/records in a systematic way according to policy and after the legally prescribed retention period.	Discrete and structured EHR-S data, records and reports must be: > Made available to users in a timely fashion; > Stored and retrieved in a semantically intelligent and useful manner (for example, chronologically, retrospectively per a given disease or event, or in accordance with business requirements, local policies, or legal requirements); > Retained for a legally-prescribed period of time; and > Destroyed in a systematic manner in relation to the applicable retention period. An EHR-S must also allow an organization to identify data/records to be destroyed, and to review and approve destruction before it occurs. It is critically important to ensure that data committed to EHR database is accurate. Extreme values outside of normal ranges can affect the dosing, care planning, and lab triggers within the EHR. In addition, these irrational values can invalidate decision support systems and provide false positives within searches.	Mandatory	Yes		By supporting process and procedure of NHDOD retention policy.
1.2.2	Audit Trail	Provide audit trail capabilities	Audit functionality extends to security	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials DM

Page 77 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		for resource access and usage indicating the author, the modification (where pertinent), and the date and time at which a record was created, modified, viewed, extracted, or deleted. Audit trails extend to information exchange and to audit of consent status management (to support DC.1.5.1) and to entity authentication attempts. Audit functionality includes the ability to generate audit reports and to interactively view change history for individual health records or for an EHR-S.	audits, data audits, audits of data exchange, and the ability to generate audit reports. Audit trail settings should be configurable to meet the needs of local policies. Examples of audited areas include: > Security audit, which logs access attempts and resource usage including user login, file access, other various activities, and whether any actual or attempted security violations occurred; > Data audit, which records who, when, and by which system an EHR record was created, updated, translated, viewed, extracted, or (if local policy permits) deleted. Audit data may refer to system setup data or to clinical and patient management data; and > Information exchange audit, record data exchanged between EHR-S applications (for example, sending application; the nature, history, and content of the information exchanged); and information about data transformations (for example, vocabulary translations, reception event details, etc.). > Audit reports should be flexible and address various users' needs. For example, a legal authority may want to know how many patients a given healthcare provider treated while the provider's license was suspended. Similarly, in some cases a report detailing all those who modified or viewed a certain patient record may be				

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			needed. > Security audit trails and data audit trails are used to verify enforcement of business, data integrity, security, and access-control rules. There is a requirement for system audit trails for the following events: > Loading new versions of, or changes to, the clinical system; > Loading new versions of codes and knowledge bases; > Changing the date and time where the clinical system allows this to be done; > Taking and restoring of backup; > Archiving any data; > Re-activating of an archived patient record; > Entry to and exiting from the clinical system; > Remote access connections including those for system support and maintenance activities				
1.2.3	Synchronization	Maintain synchronization involving: >Interaction with entity directories; >Linkage of received data with existing entity records; >Location of each health record component; and >Communication of changes between key systems.	An EHR-S may consist of a set of components or applications; each application manages a subset of the health information. Therefore it is important that, through various interoperability mechanisms, an EHR-S maintains all the relevant information regarding the health record in synchrony. For example, if a physician orders an MRI, a set of diagnostic images and a radiology report will be created. The patient demographics, the order for MRI, the diagnostic images associated with the order, and the report	Mandatory	Yes		Through interfaces with respective third parties.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials TM

Page 79 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			associated with the study must all be synchronized in order for the clinicians to view the complete record.				
1.2.4	Extraction of Health Record Information	Manage data extraction in accordance with analysis and reporting requirements. The extracted data may require use of more than one application and it may be pre-processed (for example, by being de-identified) before transmission. Data extractions may be used to exchange data and provide reports for primary and ancillary purposes.	An EHR-S enables an authorized user, such as a clinician, to access and aggregate the distributed information, which corresponds to the health record or records that are needed for viewing, reporting, disclosure, etc. An EHR-S must support data extraction operations across the complete data set that constitutes the health record of an individual and provide an output that fully chronicles the healthcare process. Data extractions are used as input to continuity of care records. In addition, data extractions can be used for administrative, financial, research, quality analysis, and public health purposes.	Mandatory	Yes		Through patient summaries.
1.3	Unique Identity, Registry, and Directory Services	Enable secure use of registry services and directories to uniquely identify and supply links for retrieval and to identify the location of subjects of care: patients and providers for health care purposes; payors, health plans, sponsors, employers and public health agencies for administrative and financial purposes; and health care	Unique identity, registry, and directory service functions are critical to successfully managing the security, interoperability, and the consistency of the health record data across an EHR-S.		Yes		Through interfaces and associated work flows.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials TSY

Page 80 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		resources and devices for resource management purposes.					
1.3.1	Distributed Registry Access	Enable system communication with registry services through standardized interfaces and extend to services provided externally to an EHR-S.	An EHR-S relies on a set of infrastructure services, directories, and registries, which may be organized hierarchically or federated, that support communication between EHR-S. For example, a patient treated by a primary care physician for a chronic condition may become ill while out of NHDOD facilities. The new provider's EHR-S interrogates a local, regional, or national registry to find the patient's previous records. From the primary care record, a remote EHR-S retrieves relevant information in conformance with applicable patient privacy and confidentiality rules. An example of local registry usage is an EHR-S application sending a query message to the Hospital Information System to retrieve a patient's demographic data.	Mandatory	Yes		TechCare is capable of interoperability with health information exchanges utilizing industry record summary standards.
1.4	Health Informatics and Terminology Standards	Ensure consistent terminologies, data correctness, and interoperability in accordance with realm specific requirements by complying with standards for health care transactions, vocabularies, code sets, as well as artifacts	Examples that an EHR-S needs to support are a consistent set of terminologies such as: LOINC, SNOMED, applicable ICD, CPT and messaging standards such as X12 and HL7. Vocabularies may be provided through a terminology service internal or external to an EHR-S.		Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

TM

Page 81 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		such as: templates, system interfaces, decision support syntax and algorithms, and clinical document architecture. Support reference to standard and local terminologies and their versions in a manner that ensures comparable and consistent use of vocabulary, such as the Common Terminology Services specification.					
1.4.1	Maintenance and Versioning of Health Informatics and Terminology Standards.	Enable version control according to customized policies to ensure maintenance of utilized standards.	Version control allows for multiple sets or versions of the same terminology to exist and be distinctly recognized over time. Terminology versioning supports retrospective analysis and research as well as interoperability with systems that comply with different releases of the standard. Similar functionality must exist for messaging and other informatics based standards. It should be possible to retire deprecated versions when applicable business cycles are completed while maintaining obsolescent code sets for possible claims adjustment throughout the claim's lifecycle.	Future	Yes		
1.4.2	Mapping Local Terminology, Codes, and	Map or translate local terminology, codes and	An EHR-S, which uses local terminology, must be capable of mapping and/or	Mandatory	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

DM

Page 82 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
	Formats	Formats to standard terminology, codes, and formats to comply with health informatics standards.	converting the local terminology into a standard terminology. For example, a local term or code for "Ionized Calcium" must be mapped to an equivalent, standardized (LOINC) term or code when archiving or exchanging artifacts.				
1.5	Standards-Based Interoperability	Provide automated health delivery processes and seamless exchange of key clinical and administrative information through standards-based solutions.	Interoperability standards enable an EHR-S to operate as a set of applications.		Yes		
1.5.1	Interchange Standards	Support the ability to operate seamlessly with complementary systems by adherence to key interoperability standards. Systems may refer to other EHR-S, applications within an EHR-S, or other authorized entities that interact with an EHR-S.	An EHR-S must adhere to standards for connectivity, information structures, and semantics ("interoperability standards"). An EHR-S, which may exist locally or remotely, must support seamless operations between complementary systems. An EHR-S must support system specific interoperability standards such as: HL7 Messages, Clinical Document Architecture (CDA), X12N healthcare transactions, CCR, and Digital Imaging and Communication in Medicine (DICOM). An EHR-S must be capable of common semantic representations to support information exchange. An EHR-S may use different standardized	Mandatory	Yes		

Exhibit H – Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

JM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			or local vocabularies in accordance with realm specific requirements. In order to reconcile the semantic differences across vocabularies, an EHR-S must adhere to standard vocabulary or leverage vocabulary lookup and mapping capabilities that are included in the Health Informatics and Terminology Standards. An EHR-S must support multiple interaction modes to respond to differing levels of immediacy and types of exchange. For example, messaging is effective for many near-real time, asynchronous data exchange scenarios but may not be appropriate if the end-user is requesting an immediate response from a remote application. In addition, in the case where store-and-forward, message-oriented interoperability is used, the applications may need to support the appropriate interaction mode. For example: Unsolicited Event Notifications, Query/Response, Query for display, Unsolicited summary, structured/diagnostic, and unstructured clinical documents.				
1.5.2	Standard-Based Application Integration	Provide integration with complementary systems and infrastructure services (directory, vocabulary, etc.) using standard-based application programming	Similar to standard-based messaging, standard-based application integration requires that an EHR-S use standardized programming interfaces, where applicable. For example, CCOW may be used for visual integration and WfMC for workflow	Essential Future	Yes		TechCare supports HL7 format as it relates to communication methods.

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NephCare Initials JSN

Page 84 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements				Vendor			
Req #		Requirement Description		Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
		Interfaces (for example, CCOW).	Integration.				More information is required as it relates to the additional services and interfaces.
1.5.3	Interchange Agreements	Support interaction with entity directories to determine the recipients' address profile and data exchange requirements, and use these rules of interaction when exchanging information with partners.	An EHR-S uses the entity registries to determine the security, addressing, and reliability requirements between partners. An EHR-S uses this information to define how data will be exchanged between the sender and the receiver.	Mandatory	Yes		With project support from NHDCC leadership.
1.6	Business Rules Management	Manage the ability to create, update, delete, and version business rules including institutional preferences. Apply business rules from necessary points within an EHR-S to control system behavior. An EHR-S audits changes made to business rules, as well as compliance to and overrides of applied business rules.	An EHR-S business rule implementation functions include: decision support, diagnostic support, workflow control, access privileges, as well as system and user defaults and preferences. An EHR-S supports the ability of providers and institutions to customize decision support components such as triggers, rules, or algorithms, as well as the wording of alerts and advice to meet certain specific requirements and preferences. Examples of applied business rules include: > Suggesting diagnosis based on the combination of symptoms (flu-like symptoms correlated with widened mediastinum suggesting anthrax); >	Mandatory	Yes		As defined through requirements gathering.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials SM

Page 85 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements				Vendor			
Req #	Requirement Description			Criticality	Vendor Response	Delivery Method	Comments
ID	Title	Statement	Description				
			Classifying a pregnant patient as high risk due to factors such as age, health status, and prior pregnancy outcomes; > Sending an update to an immunization registry when a vaccination is administered; > Limiting access to mental health information to a patient's psychiatrist/psychologist; > Establishing system level defaults such as for vocabulary data sets to be implemented; and > Establishing user level preferences such as allowing the use of health information for research purposes.				
1.7	Workflow Management	Support workflow management functions including both the management and set up of work queues, personnel, and system interfaces as well as the implementation functions that use workflow-related business rules to direct the flow of work assignments.	Workflow management functions that an EHR-S supports include: > Distribution of information to and from internal and external parties; > Support for task management as well as parallel and serial task distribution; > Support for notification and task routing based on system triggers; and > Support for task assignments, escalations and redirection in accordance with business rules. Workflow definitions and management may be implemented by a designated application or distributed across an EHR-S.	Mandatory	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

1.2 APPLICATION REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	SQL Server	NaphCare supports versions of Microsoft SQL 2008 R2 and newer
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes		
A1.3	The database platform adheres to open standards.	M	Yes		
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes		
A1.5	Web-based compatible and in conformance with the following W3C standards:	M	Yes		
A1.6	XHTML 1.0	M	Yes		
A1.7	CSS 2.1	M	Yes		
A1.8	XML 1.0 (fourth edition)	M	Yes		
A1.9	Utilizes the Microsoft platform	H	Yes		.NET Framework
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	TechCare	TechCare meets the outlined application security requirements.
A2.2	Verify the identity or authenticate all of the system's users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes		
A2.3	Enforce unique user names.	M	Yes		
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.	M	Yes		

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials *JM*

Page 87 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	Yes		
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes		
A2.7	Expire passwords after 90 Days	M	Yes		
A2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes		
A2.9	Provide ability to limit the number of people that can grant or change authorizations	M	Yes		
A2.10	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes		
A2.11	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))	M	Yes		
A2.12	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes		
A2.13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes		
A2.14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for (36 months)	M	Yes		
A2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes		
A2.16	Use only the Software and System Services designed for use	M	Yes		
A2.17	The application Data shall be protected from unauthorized use when at rest	M	Yes		
A2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes		
A2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes		
A2.20	Create change management documentation and procedures	M	Yes		

1.3 HARDWARE REQUIREMENTS

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JSN

Page 88 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
E1.1	Provide a hardware recommendation for server and client machines for both minimum and optimal configuration.	H	Yes		
E1.2	Provide server and network topology	H	Yes		
E1.3	Provide an overview of data security for internal and external interfaces	H	Yes		TechCare utilizes xlp, ssl and direct messaging to provide data security of internal and external interfaces.
E2.1	Servers should run Windows 2008 OS or greater.	H	Yes		
E2.2	Application should use Microsoft SQL 2008 or greater for the database.	H	Yes		
E2.3	Provide a strategy for upgrades to OS and Database software and outline who would be responsible for upgrades.	H	Yes		NaphCare will defer to NHDOC's IT team as it relates to OS and Database timelines. NaphCare will assist with recommendations and best upgrade practices.

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

BN

Page 89 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

1.4 TESTING

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web sites and its related Data assets.	M	Yes		
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes		NaphCare will participate in such testing with NHDOC as both parties have interest and authority on such topics.
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes		
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes		
T1.5	Test for encryption; supports the encoding of data for security purposes.	M	Yes		
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes		Specific to TechCare software only.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes		This feature is NHDOC defined, based on User Role within TechCare software only.
T1.8	Test the Digital Signature; guarantees the unaltered state of a file.	M	Yes		
T1.9	Test the User Management feature; supports the administration of computer, application and network.	M	Yes		

Exhibit H - Requirements
DoIT Template 8/22/14
Authorized NaphCare Initials BM

Page 90 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	accounts within an organization.				
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes		
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes		
T1.12	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes		
T1.13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes		As it relates to TechCare EHR only.
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.		Yes		
T2.2	All testing results must be shared with the State.	M	Yes		
T2.3	The Vendor must perform application stress testing and tuning.	M	Yes		
T3	Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State. Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.	M	Yes		
T3.1	Unit Testing				
T3.1	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.	M	Yes		
T3.2	System Integration Testing				
T3.2.1	The Systems Integration Test is performed in a test environment. Validates the integration between the individual unit application components and verifies that the new System meets defined	M	Yes		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	requirements and supports execution of interfaces and business processes.				
T3.2.2	Emphasizes end-to-end business processes, and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.	M	Yes		
T3.2.3	The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its modifications, fixes and other System interactions with the Vendor supplied interfaces. The State will also use System Integration Testing to validate Software Solution.	M	Yes		
T3.3	Conversion/Migration Validation Testing				
T3.3.1	The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.	N/A	Yes		
T3.4	Installation Testing				
T3.4.1	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.	M	Yes		
T3.5	User Acceptance Testing (UAT)				
T3.5.1	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.	M	Yes		
T3.5.2	The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.	M	Yes		
T3.5.3	The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.	M	Yes		
T3.5.4	UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.	M	Yes		
T3.5.5	Upon successful conclusion of UAT and successful System deployment, the State will issue a letter	M	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	of UAT Acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.				
T3.6	Performance Tuning and Stress Testing				
T3.6.1	Upon successful conclusion of UAT vendor will provide results of performance and stress testing results. Upon acceptance of the results, the State will issue a letter of Acceptance.	M	Yes		

1.5 SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the	M	Yes		NaphCare provides full maintenance and support of the system
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		TechCare EHR software only.
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		TechCare EHR software only.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes		Helpdesk is available 24x7x365 (phone or email)
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in the specifications, terms and requirements of the Contract.	M	Yes		Escalation procedures will conform to deficiency class
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully	M	Yes		

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials JSM

Page 93 of 121

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

SUBPART 4 - MAINTENANCE REQUIREMENTS					
State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	functioning, hosted System.				
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes		New software releases and functionality added for other sites is available to the state
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	M	Yes		Activities are all logged and reportable via our ticket management system
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by; 7) Identifying number i.e. work order number, 8) Issue identified by.	M	Yes		NaphCare will provide monthly statistics and reports of all pending and closed trouble tickets.
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes		
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract.	M	Yes		Naphcare will comply with all software warranty services as specified in the terms of the contract.
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in	M	Yes		TechCare EHR

Exhibit H - Requirements

DoIT Template 8/22/14

Authorized NaphCare Initials

BM

Page 94 of 121

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
	accordance with the Specifications, terms and requirements of the Contract.				software only.
S2.3	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity.	M	Yes		
S2.4	On-site additional Services within four (4) business hours of a request.	M	Yes		For urgent/critical down issues that cannot be resolved efficiently, remotely.
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	M	Yes		
S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M	Yes		NaphCare's ticketing system collects and manages all data listed and can be included in a weekly or monthly generated report
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes		
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes		

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT H
REQUIREMENTS

1.6 PROJECT MANAGEMENT

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	On-Site	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes		
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every week.	M	Yes	Remote	
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes		
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	Yes		

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN

NaphCare's Project Manager and the State Project manager shall finalize the *Work Plan* five (5) days after 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 NaphCare's plan to implement the Application Software. Continued development and management of the *Work Plan* is a joint effort on the part of NaphCare and State Project Managers.

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

In conjunction with NaphCare's Project Management methodology, which shall be used to manage the Project's life cycle, the NaphCare 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 NaphCare team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with NaphCare's *Work Plan* and shall utilize *Microsoft Project* to support the ongoing management of the Project.

1. ASSUMPTIONS

1.1 GENERAL

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised *Work Plan*.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon *Work Plan* timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- NaphCare shall participate in an escrow agreement with a 3rd Party or, if they choose, NaphCare may elect to have the code held by the State of New Hampshire (not DOC) at no additional cost.
- NaphCare shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 LOGISTICS

- The NaphCare Team shall perform this Project at State facilities at no cost to NaphCare.
- The NaphCare Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- The NaphCare Team shall honor all holidays observed by NaphCare or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the NaphCare Team, including PCs, phones, Virtual Private Network (VPN) access as defined in Exhibit D, Item 3, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the NaphCare Team and shall be available when the Project begins.

1.3 PROJECT MANAGEMENT

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. NaphCare'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 NaphCare 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.
- NaphCare 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

- The State and NaphCare are jointly responsible for all supporting infrastructure including but not limited to servers, virtualization, operating system software, database software, computers, network, equipment, and communication facilities including its configuration needed to support the Project. Specifically, the State is responsible for the technical environments under their management, including all aspects outlined below, that relate to the on-site production and test environments for the software system. NaphCare is responsible for the technical environments under their management that support the state in deployment and backup of the software system.
- Software licensing from third parties which shall include, but not be limited to, the following:
 - Microsoft SQL Server
 - Microsoft Windows Server
 - SQL Client Access Licenses
 - Windows Server Access Licenses
 - Other necessary licenses to be determined by NaphCare and State
- The hardware and operating system to host the Project's development and production instances. Hardware and operating system environments must be sized to support a minimum of two (2) instances of the applications and six (6) instances of the applications (instances include: configuration, development, system/integration testing, Acceptance Testing, training, and production). All instances shall be installed on similar hardware configurations and operating system.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

- The State's hardware operating environment and supporting software shall meet NaphCare certification requirements for the applications deployment being installed.
- The State and NaphCare are responsible for providing the Internet access at their respective locations.
- NaphCare team shall implement Release *TechCare™*, Version 4.5 applications.
- NaphCare will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the development, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to NaphCare and State of New Hampshire teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.
- As it pertains to the location of the data stored, the State and NaphCare shall be jointly responsible for all aspects of server and data security, user names, passwords and all on-site medical records, whether stored electronically or otherwise, including privacy restrictions and regulations as well as the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as amended from time to time ("HIPAA"). State shall be solely responsible for the remote access of the server and electronic medical records by anyone on behalf of State or any other authorized or unauthorized user other than NaphCare's access thereof in the performance of its obligations under this Agreement. State shall be solely responsible for regular on-site backup as well as transmitting electronic medical records and data to State's designated off-site back-up/storage, if any.
- NaphCare shall make available updates/patches/versions of the TechCare application throughout the contract term based on a deployment schedule mutually agreed upon. The maximum frequency by which NaphCare will provide updates to the application is every thirty (30) days. Exceptions to this frequency are only by discovery of software "bug(s)" that have a direct impact to patient care at which point a patch will be provided as soon as possible, on a best effort basis.
- NaphCare shall provide all application updates through the secure TechCare File Portal. Application update files will be appropriately named with version and date identifiers along with appropriate technical documentation. The State will be responsible for the retrieval and execution of application and database updates for the test and production application environments based on the files and documentation provided.
- The State will provide written notification to NaphCare when installing versions of the application to the test and production environments.

1.5 PROJECT SCHEDULE

- Deployment and go live dates are as agreed upon in the Work Plan.

1.6 REPORTING

- NaphCare shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

1.7 USER TRAINING

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

1.8 PERFORMANCE AND SECURITY TESTING

- The State shall work with NaphCare on and security and performance testing as set forth in *Contract Agreement DOC 2014-051 – Consolidated Exhibits, Exhibit F – Testing Services*.

2. ROLES AND RESPONSIBILITIES

2.1. NAPHCARE TEAM ROLES AND RESPONSIBILITIES

A. NAPHCARE TEAM PROJECT EXECUTIVE

The NaphCare Team's Project Executives (NaphCare 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 NaphCare Team Project Manager and the State's Project leadership on the best practices for implementing the NaphCare 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.

B. NAPHCARE TEAM PROJECT MANAGER

The NaphCare 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 NaphCare Implementation Team. The NaphCare 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 NaphCare Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all NaphCare Team members;
- Provide weekly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3**

**EXHIBIT I
WORK 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.

C. NAPHCARE TEAM ANALYSIS

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, and interfaces;
- Assist the State in the testing of extensions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

D. NAPHCARE TEAM TASKS

The NaphCare team shall assume the following tasks:

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

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.

A. STATE PROJECT MANAGER

The State Project Manager shall work side-by-side with the NaphCare 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the *Work Plan* and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the NaphCare team;
- Coordinate State staff for meetings;
- Gather contacts necessary for interfaces with 3rd party software;
- Facilitate relationships between *TechCare™* and any 3rd party software;
- Assist the NaphCare Project Manager in the development of a detailed *Work Plan*;
- Identify and secure the State Project Team members in accordance with the *Work Plan*;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Procure classrooms for training;
- Assist with staff training prioritization;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the NaphCare Project Manager of any urgent issues if and when they arise; and
- Assist the NaphCare team staff to obtain requested information if and when required to perform certain Project tasks.
- Ensure that all documentation is communicated to the appropriate staff; and
- Communicate any noted deficiencies.

B. STATE SUBJECT MATTER EXPERT(S) (SME)

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scenarios and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing integration testing and Data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the NaphCare Software Solution and the business processes the application supports;
- Trained at a Super User level on *TechCare™*;
- Communicate to *TechCare™* the current process of caring for an inmate;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

- Understand how *TechCare™* is designed to care for an inmate;
- Communicate any forms electronic or paper documents regularly used to care for an inmate
- Review forms/protocols in *TechCare™* and report any deficiencies in comparison to the current paper forms;
- Carry out workflows in *TechCare™* and give feedback to enhance workflow; and
- Perform on-site regression testing with new releases and provide feedback on any deficiencies.

C. STATE TECHNICAL LEAD AND ARCHITECT

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

- Attend technical training as necessary to support the Project;
- Assist the State and NaphCare Team Project Managers to establish the detailed *Work Plan*;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the *Work Plan*;
- Work with the NaphCare Technical Lead and the State's selected hardware NaphCare to architect and establish an appropriate hardware platform for the State's Project development and production environments;
- Perform testing to ensure that uptime is guaranteed;
- Stress testing during implementation and Go-live/post-live;
- Perform *TechCare™* version updates;
- Work in partnership with NaphCare and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a NaphCare Deliverable and it will be expected that NaphCare will lead the overall effort with support and assistance from the State;
- Reports issues affecting software to *TechCare™*; and
- Represent the technical efforts of the State at weekly Project meetings.

D. STATE APPLICATION DBA (DoIT)

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

- Attend Application DBA training and acquire in-depth technical knowledge of application DBA responsibilities, if the DBA has not already done so;
- Work with NaphCare to finalize machine, site, and production configuration;
- Work with NaphCare to finalize logical and physical database configuration;
- Set up Replication;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3**

**EXHIBIT I
WORK PLAN**

- Work with NaphCare to install the NaphCare tools, and NaphCare Applications for the development and training environment;
- Work with NaphCare to clone additional application instances as needed by the application teams;
- Work with NaphCare upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with NaphCare and the Application teams to establish and manage an instance management plan throughout the Project;
- Work with NaphCare to establish and execute backup and recovery procedures throughout the Project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and Specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the Project;
- Perform routine NaphCare Application monitoring and tuning;
- Work with NaphCare to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new NaphCare Application user Ids;
- Configure menus, request groups, security rules, and custom responsibilities;
- Testing to ensure uptime is guaranteed and monitoring;
- Reports software related issues to *TechCare™*;
- Stress testing and monitoring; and
- Reports issues affecting software to *TechCare™*.

E. STATE NETWORK ADMINISTRATOR (DoIT)

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

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers;
- Establish connections among the desktop devices and the Application and database servers;
- Installation of routers;
- Ensure communication between locations;
- Testing to ensure uptime is guaranteed; and
- Monitor and report issues affecting software to *TechCare™*.

F. STATE TESTING ADMINISTRATOR

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT 1
WORK PLAN**

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

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

3. SOFTWARE APPLICATION

The State utilizes the Microsoft Office suite for daily functions. Documents must be provided in a format that can be accessed by these tools.

4. RERSERVED

5. INTERFACES

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

Table 5.1: In-Scope Interfaces

Interface	3 rd Party Vendor/Agency	Responsible Party	Description
Data Warehouse	NH DoIT	NHDOC/NaphCare	Centralized Data Warehouse
Offender Management System	CORIS®	NaphCare/NHDOC	Offender Management System-3 rd party vendor
Laboratory	Lab Corp	NaphCare/NHDOC	Lab results-3 rd party vendor
Radiology	MobileX	NaphCare/NHDOC	X-Ray results-3 rd party vendor
Pharmacy	CIPS®	NaphCare/NHDOC	Pharmacy-3 rd party vendor
Dispensing	Amerisource Bergen	NaphCare/NHDOC	Medication Ordering/Management-3 rd party vendor
Mental Health System	NHDOC	NaphCare/NHDOC	Mental Health System
File Hold	FileHold	NaphCare/NHDOC	Document Management System
Active Directory	NHDOC Active Directory	NaphCare/NHDOC	Active Directory

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN

Interface	3 rd Party Vendor/Agency	Responsible Party	Description
State Health Information Exchange (optional)	NHHIO	NaphCare	Federal Health Information Portal for Healthcare Providers

5.1. INTERFACE RESPONSIBILITIES (DEPENDENT ON WHO IS WORKING ON THIS NAPHCARE, THE STATE OR BOTH)

- The NaphCare Team shall provide the State NaphCare Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The NaphCare Team shall identify the APIs the State should use in the design and development of the interface.
- The NaphCare Team shall lead the State with the mapping of business process to the NaphCare Application.
- The NaphCare Team shall lead the review of functional and technical interface Specifications.
- The NaphCare Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The NaphCare Team shall document the functional and technical Specifications for the interfaces.
- The NaphCare Team shall create the initial Test Plan and related scenarios to Unit Test the interface. The State shall validate and accept.
- The NaphCare Team shall develop and Unit Test the interface.
- The State and the NaphCare Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the NaphCare Teams shall jointly construct test scenarios and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

6. APPLICATION MODIFICATION

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

Table 6.1: Modifications – NaphCare Developed

Requirement	Components, if applicable	Enhancement Description
	Electronic Health Record (EHR), Practice Management System (PMS), Computerized Physician Order Entry (CPOE), Electronic Prescribing (eRx), Clinical Decision Support (CDS), Clinical Data Exchange (CDE) & Plug-In/Interface Manager	Functionality defined within the Requirements Document jointly developed by the State and NaphCare post contract execution.
		Evolving certification standards, i.e. NCCHC, ACA, JCAHO, ONC HIT.
		Evolving certification standards, i.e. NCCHC, ACA, JCAHO, ONC HIT.
		Evolving certification standards, i.e. NCCHC, ACA, JCAHO, ONC HIT.

7. PRELIMINARY WORK PLAN

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

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Proposed Delivery Date
Project Management		
Conduct Project Kickoff Meeting	14 Days	Week 2
Project Work Plan with Milestones	28 Days	Week 4
Design Documentation	42 Days	Week 6
Participate in Design Review		Weekly
Status Reports/Meetings and Update to Work Plan		Weekly

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT I
WORK PLAN**

System Software		
<i>TechCare™</i> Review-Ready and User Acceptance Testing	70 Days	Week 10
<i>TechCare™</i> Walkthrough/Review	84 Days	Week 12
User Acceptance Test (UAT)		
Train Testers	70 Days	Week 10
Test Plan and Scenarios	70-84 Days	Weeks 10-12
Test Functionality	70-84 Days	Weeks 10-12
Test Security	70-84 Days	Weeks 10-12
Support During UAT/Share All Testing Results with State Project Team	84-112 Days	Weeks 12-16
<i>TechCare™</i> Peer-to-Peer Training		
Training Plan and Schedule	84 Days	Week 12
User Training on <i>TechCare™</i>	112-133 Days	Weeks 16-19
<i>TechCare™</i> Go-Live	126 Days	Week 18
Deployment		
Deployment Plan	42 Days	Week 6
Set up and Configure <i>TechCare™</i>		Weeks 6-10
Implement Customized Software	70-84 Days	Weeks 10-12
User Operation Manual	112 Days	Week 16
User Support Plan	84 Days	Week 12
Ongoing Support and Maintenance		On-Going
Other		
Custom Reports Completed	147 Days	Week 21
Project Close Out Meeting/Final Acceptance/Holdback Payment	168-182 Days	Weeks 24-26

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT J
SOFTWARE LICENSE**

1. LICENSE GRANT

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. Upon the termination of this contract, NaphCare shall maintain no responsibility whatsoever for the software system's operation, maintenance, warranties and/or support. As of the termination date, the software shall remain as-is with NaphCare maintaining no obligations or further responsibility for the workmanship of said software.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

The NaphCare 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 NaphCare'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.

In addition, except as may be expressly authorized in this Contract, State shall not do, nor shall it authorize any person do, any of the following: (i) use the Software for any purpose or in any manner not specifically authorized by this Contract; (ii) make any copies or prints, or otherwise reproduce or print, any portion of the Software, whether in printed or electronic format; (iii) distribute, republish, download, display, post, or transmit any portion of the Software; (iv) create or recreate the source code for, or re-engineer, reverse engineer, decompile, or disassemble the Software; (v) modify, adapt, translate, or create derivative works from or based upon any part of the Software, or combine or merge any part of the Software with or into any other software, document, or work; (vi) refer to or otherwise use any part of the Software as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of the Software; (vii) remove, erase, or tamper with any copyright, logo, or other proprietary or trademark notice printed or stamped on, affixed to, or encoded or recorded in the Software, or fail to preserve all copyright and other proprietary notices in any copy of any portion of the Software made by State, except as otherwise prescribed in the escrow provisions (viii) sell, market, license, sublicense, distribute, rent, loan, or otherwise grant to any third party any right to possess or utilize any portion of the Software without the express prior written consent of NaphCare (which may be withheld by

JSM

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT J
SOFTWARE LICENSE**

NaphCare for any reason or conditioned upon execution by such party of a confidentiality and non-use agreement and/or other such other covenants and warranties as NaphCare in its sole discretion deems desirable); (ix) use the Software to gain or attempt to gain access to any software applications, computer systems, or data not expressly authorized under this Contract; (x) lease, rent or use the Software in a time-sharing or bureau arrangement; or (x) attempt to do or assist any party in attempting to do any of the foregoing.

The data and medical records from this System is are owned by the State which has total access to it and has unlimited rights to develop reports using it.

4. TITLE

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

5. THIRD PARTY

NaphCare shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to State of New Hampshire Terms and Conditions General Provisions Form P-37.

6. SOFTWARE NON-INFRINGEMENT

NaphCare 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, NaphCare shall defend and indemnify the State against the claim provided that the State:

- A. Promptly notifies NaphCare in writing, not later than thirty (30) days after the State receives actual written notice of such claim;
- B. Gives NaphCare control of the defense and any settlement negotiations; and
- C. Gives NaphCare 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 NaphCare believes or it is determined that any of the Material may have violated someone else's intellectual property rights, NaphCare 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, NaphCare may end the license, and require return of the applicable Material and refund all fees the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT J
SOFTWARE LICENSE**

State has paid NaphCare under the Contract. NaphCare will not indemnify the State if the State alters the Material without NaphCare's consent or uses it outside the scope of use identified in NaphCare'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. NaphCare 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 NaphCare. NaphCare 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 NaphCare without NaphCare's consent.

7. SOFTWARE ESCROW

NaphCare shall place the source code of the Software in an escrow account setup and maintained by NaphCare and a third party or the State. If Source Code is obtained by State through escrow, such Source Code shall remain subject to every license restriction, proprietary rights protection, and other State obligations specified in this Agreement. State may use Source Code for the sole purpose of supporting its use of the Licensed Software as expressly permitted under this Agreement, and for no other purpose whatsoever. When Source Code resides in a central processing unit, State shall limit access to its authorized employees or agents who have a need to know in order to support the Licensed Software. State shall at all times implement strict access security measures in order to prevent unauthorized disclosure, use, or removal of Source Code. State also agrees that all persons with access to the Source Code shall execute confidentiality agreements consistent with the obligations of State hereunder. Source code held in escrow may be tested for authenticity and reliability at designated times by State. The source code shall be released to the State if one of the following events has occurred:

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 SYSTEM

NaphCare warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract, subject to the disclaimers set forth herein below.

1.2 SOFTWARE

NaphCare shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

a). Responsibility for Medical Use. State shall communicate to each authorized user that the Software is a support tool only and expressly is not to be relied upon as a sole source of information in connection with medical advice or the provision of medical services.

b). Other Disclaimers. State will be exclusively responsible as between the parties for, and NaphCare makes no representation or warranty with respect to, ensuring the accuracy of any State data, or selecting, procuring, installing, operating, and maintaining the technical infrastructure for State's access to and use of the Software. NaphCare shall not be liable for, and shall have no obligations with respect to, any aspect of the Software that is modified by any person other than NaphCare or its contractors, use of the Software other than in accordance with the most current operating instructions provided by NaphCare, malfunctions or failures caused by defects, problems, or failures of software or hardware not provided by NaphCare, or malfunctions or failures caused by acts or omissions of State or any third party. State acknowledges that the operation of the Software will not be error free in all circumstances, and that the operation of the Software may be interrupted for reasonable periods of time to cure any defect in the software.

1.3 NON-INFRINGEMENT

NaphCare 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

NaphCare warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt, disable, harm, or otherwise impede the operation thereof or of any associated software, firmware, hardware, computer system, or network (sometimes referred to as "viruses" or "worms").

1.5 COMPATIBILITY

NaphCare warrants that all System components, including but not limited to the components provided, including any replacement or upgraded system Software components provided by

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

NaphCare to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality, subject to the disclaimers set forth hereinabove.

1.6 SERVICES

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

1.7 PERSONNEL

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

1.8 BREACH OF DATA

NaphCare shall not be liable to State for any loss or damage arising out of or relating to State's failure to maintain its own security obligations with the exception of a data breach occurring solely as a result of NaphCare's negligence in maintaining its internal servers housed at NaphCare location(s). NaphCare shall be solely liable for costs associated with any breach of State Data housed at NaphCare's location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

- A. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- B. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;
- C. NaphCare shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email/telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- D. On-site additional Services within four (4) business hours of a request for items that cannot be efficiently resolved remotely and that are considered critical;
- E. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- F. For all Warranty Service calls, NaphCare shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

- 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.
- G. NaphCare must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and
- H. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by NaphCare no later than five (5) business days, unless specifically extended in writing by the State at no additional cost to the State.

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

Notwithstanding any provision of this Contract, pursuant to *Contract Agreement DOC 2014-051 - General Provisions, Section 13.1: Termination For Default*, the State's option to declare NaphCare in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, NaphCare shall correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) consecutive calendar days.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT L
TRAINING SERVICES**

NaphCare shall provide the following Training Services.

1. USER TRAINING APPROACH

NaphCare shall use "peer-to-peer" approach and provide experienced NaphCare clinical staff to train on-site.

1.1. PHASE I – INTRODUCTIONS

A. New Hampshire Learns TechCare™

- During the first phase of implementation, as NaphCare and the New Hampshire Department of Corrections (NHDOC) begin working together, a "sandbox"/out-of-the-box (COTB) version of TechCare™ will be installed for State stakeholder and project management staff to review. Beginning interaction with our software in the earliest possible phases of implementation will allow the State's project manager's ample time to learn the basic layout of the software and aid them in decision making for customization.
- Knowing the current product and having daily access to this instance will be a tremendous aid for State staff, versus just a screenshot library or user manual. The sandbox will be made available via remote terminal server, making it accessible from virtually any computer with an internet connection. State stakeholders will not be limited to specific computers in offices with this option and can run the program during internal planning meetings that will likely occur prior to requirements sessions with NaphCare's IT department.

B. NaphCare Learns New Hampshire

- NaphCare is an expert on correctional EHR products and solutions, but we are not an expert on NHDOC. For this reason, NaphCare clinical and implementation staff will be on-site to learn the State's current workflow and processes. This is done so that NaphCare can be a partner with the State in customizing the solution to best fit the State's needs.
- NaphCare will also use this opportunity to provide training of the COTB version for the stakeholders and Project Management staff at the NHDOC. As access is granted to those users that will need it, NaphCare will assess the makeup and determine if a classroom style training environment is best or simply 1:1 training based on stakeholder role (MD:MD, HSA:HSA, System Administrator & PMs:IT, etc.).

1.2. PHASE 2 – TRAINING THROUGH USER ACCEPTANCE TESTING

A. Coordinating with Implementation

- In the latter part of Implementation Phase 2, User Acceptance Testing (UAT) will begin as a part of the overall customization and implementation process. We recognize that more individuals outside of the State project management and stakeholder staff may be brought in for UAT. Therefore, clinical training staff will be on-site for

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT L
TRAINING SERVICES**

additional training sessions prior to UAT to get everyone up to speed on the COTB solution and the newly customized NHDOC version of *TechCare*™. This will likely be classroom-style, instructor based training. As a value-add, NaphCare can provide a set of training laptops so that all users have access to their own workstation.

1.3 PHASE 3 – END-USER TRAINING

A. Organizing the Training

NaphCare's training director and clinical training staff will rely on NHDOC stakeholders and project managers for training attendee lists and decision-making with scheduled times and locations. The NaphCare training director will provide a training schedule based on the State's medical staffing lists provided.

B. Super Users

Initially during User Training, we provide the opportunity for select users to advance their understanding of the software to that of a Super User. Super User training usually lasts 1 week with roughly four (4) (based on the number of Super Users) NaphCare clinical staff members in a classroom-style environment.

C. Classroom Training

Sessions are normally scheduled in 3.5-4 blocks over the course of the training period. Scheduling can also be planned for evening sessions in order to cover 2nd and 3rd shift employees without disrupting their normal work schedule. As with any project, training will be prepared ahead of time and session-time adjustments will be made accordingly based on the customization level and workflow changes within NHDOC's version of *TechCare*™ and to suite the States schedule.

D. On-Site Presence & Curriculum

Based on the State's needs, clinical staff would be on-site for one to three (1-3) weeks conducting training for standard users. User training also involves classroom-style, instructor led sessions. Training curriculum is established based on the experience level and job responsibilities of the intended users attending each session (whether State IT personnel, MDs, directors, project managers, shift supervisors, pharmacy staff, charge nurses, etc.).

For example, all staff would learn the basic modules of the software. However, IT personnel training may emphasize software configuration by facility, role administration and user administration training; while pharmacy training would focus heavily on Pharmacy menu items and dashboards.

1.4 PHASE 4 – ACCOMPANIED GO-LIVE

A. Supporting the Move

- Go-Live can be the most stressful part of an implementation. It is not from a lack of preparation, but rather the stress related to changing the way in which staff does their

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT L
TRAINING SERVICES**

jobs. To help alleviate this concern, during Go-Live NaphCare clinical staff members are on-site twenty-four (24)-hours per day for at least one week. All shifts are covered during Go-Live for staff support needs.

- This peer-to-peer approach utilizing RNs, LPNs, and MDs better equips staff for their primary job of providing care while putting them at ease that patient care is maintained and properly documented in the new system. Some users learn best in a classroom, others learn better in action: NaphCare addresses both styles.
- Additionally, peer based support through the Go-Live promotes clear and effective communication. NHDOC medical staff communicates with peers. NaphCare's clinical training staff, which is comfortable and accustomed to conveying support issues to IT developers, will then pass along the necessary information.

2. ONGOING TRAINING

As *TechCare™* experts, Super Users provide on-going, peer-to-peer training post Go-Live. Training videos, manuals, a training database environment are all made available for ongoing use when training users after the EHR is deployed and in use fulltime. And as mentioned below, NaphCare clinical and IT staff remains prepared to come on-site for follow-up training activities.

3. ADDITIONAL POINTS

3.1 *What type of training (instructor led vs. computer based) will be used for each purpose and why?*

Based on over a decade of experience, web-based/video training used alone does not result in well-prepared staff. This can directly impact patient care and is a significant risk. In response, NaphCare employs direct interaction for training by clinical, *TechCare™* experts. Our classroom sessions are instructor led and our Go-Live support puts *TechCare™* experts, side-by-side with the State's staff to ensure complete comfort and support throughout the entire process.

3.2 *What methods will be employed to evaluate training activities?*

NaphCare's Training Director and clinical training staff are experienced correctional healthcare employees accustomed to correctional system workflows. Throughout training, the training director will be in close contact with State stakeholders and Project Management. Should any training deficiencies be noted, the training curriculum will promptly be updated in order to confirm State healthcare staff is fully proficient using *TechCare™* prior to the Go-Live period.

Ultimately, prior to Go-Live, NaphCare will present each functional area's staff members with an evaluation of key tasks that are necessary to complete their job function. Through our experience, passing these carefully crafted evaluations show a direct correlation with being able to function, without assistance, within the *TechCare™* System.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT L
TRAINING SERVICES**

3.3 *How will training be coordinated with other User support activities?*

NaphCare's Software Implementation team is responsible for managing the entire process of Implementation, Training, and User Support. Leaders of this team are well aware of the tight interaction of these areas and work together to coordinate activities. Please refer to the outline above for more information on this coordination.

3.4 *Will manuals be adequate to enable trained Users to research answers to their own questions?*

Yes, NaphCare provides a process driven, customized User Manual to cover all aspects of system workflows and processes within *TechCare™*. As a part of our on-site, peer-to-peer training, we show staff how to efficiently navigate the manual to find the information they need quickly and efficiently.

Further, and more effective, NaphCare employs a "Wiki" online manual that allows users to quickly gather snippets of key information based on processes. The content of this custom Wiki is driven by NaphCare's experience and the most common helpdesk issues reported. Alone, this significantly eliminates issues and calls reported to the helpdesk, etc.

3.5 *If the perception is that they are not adequate, can those manuals be quickly revised?*

Yes, a customized user manual is included in all of NaphCare's Scope of Work documents and if the State does not find it adequate, it will be corrected immediately at no additional cost.

3.6 *How will the State be prepared to conduct ongoing training after Implementation is completed?*

Training is more than just a one-time event; NaphCare embraces training as an ongoing process. During initial training, we provide the opportunity for select users to advance their understanding of *TechCare™* to that of a Super User. As *TechCare™* experts, Super Users provide on-going, peer-to-peer training at the State. Further, with any significant change (i.e. a new version, a significant customization change, or a change in a major role/staff) NaphCare will provide re-training activities to the State's Super Users.

3.7 *Are training manuals on-line and maintained as part of a maintenance agreement?*

Yes, all manuals are accessible online and are continually maintained as a part of ongoing maintenance.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE**

1. RFP DOC 2014-051 with all of the following addenda is hereby incorporated by reference.

ADDENDUMS TO RFP 2014-051 EHR:

- 1.1 ADDENDUM # 1 to RFP 2014-051 EHR
- 1.2 ADDENDUM # 2 to RFP 2014-051 EHR
- 1.3 ADDENDUM # 3 to RFP 2014-051 EHR
- 1.4 ADDENDUM # 3 to RFP 2014-051 EHR

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3
EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE**

NaphCare Proposal to NH Department of Corrections (NHDOC), RFP 2014-051 Electronic Health Record System dated August 15, 2014 is hereby incorporated by reference as fully set forth herein.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
CONTRACT 2014-051-PART 3**

**EXHIBIT O
ADDENDUMS, CERTIFICATES AND ATTACHMENTS**

1. ATTACHED ADDENDUMS, CERTIFICATES AND ATTACHMENTS ARE:

- A. **ADDENDUM # 1 to RFP 2014-051 EHR:**
http://www.nh.gov/nhdoc/business/documents/nhdoc14-051_ehradden1.pdf;
- B. **ADDENDUM # 2 to RFP 2014-051 EHR:**
http://www.nh.gov/nhdoc/business/documents/nhdoc2014-051_ehradden2.pdf;
- C. **ADDENDUM # 3 to RFP 2014-051 EHR:**
http://www.nh.gov/nhdoc/business/documents/nhdoc2014_051_adden3.pdf;
- D. **ADDENDUM # 4 to RFP 2014-051 EHR:**
http://www.nh.gov/nhdoc/business/documents/nhdoc2014-051_ehr_adden4.pdf;
- E. **CONTRACTOR'S CURRENT CERTIFICATE OF GOOD STANDING** (obtained from the NH Secretary of State's Office by the Contractor);
- F. **CONTRACTOR'S CERTIFICATE OF VOTE/AUTHORITY:**
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- G. **CONTRACTOR'S CERTIFICATE OF INSURANCE;**
- H. **COMPREHENSIVE GENERAL LIABILITY INSURANCE ACKNOWLEDGEMENT FORM:** http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- I. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT:** http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- J. **NHDOC ADMINISTRATIVE RULES, CONDUCT AND CONFIDENTIALITY INFORMATION:** http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- K. **FBI CJIS SECURITY ADDENDUM:**
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- L. **PREA CONTRACTOR ACKNOWLEDGEMENT FORM:**
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

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 NaphCare, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 14, 2014. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of December, A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner", written in dark ink.

William M. Gardner
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Connie Young, hereby certify that I am duly elected ~~Clerk~~ Secretary of NaphCare, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on December 22, 2015 at which a quorum of the Directors/~~shareholders~~ were present and voting.

VOTED: That James S. McLane, Chief Executive Officer is duly authorized to enter into contracts or agreements on behalf of NaphCare, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/~~her~~ judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: January 5, 2016

ATTEST: Connie Young, Secretary



Certificate of Authority # 2

(Corporation of LLC- Contract Specific, date specific)

Corporate Resolution

I, Connie Young, hereby certify that I am duly elected Clerk/Secretary of NaphCare, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on December 22, 2015 at which a quorum of the Directors/~~shareholders~~ were present and voting.

VOTED: That James S. McLane, Chief Executive Officer is duly authorized to enter into a contract or agreements on behalf of NaphCare, Inc. with the NH Department of Corrections State of New Hampshire and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the January 5, 20 16. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: January 5, 2016

ATTEST

Connie Young, Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2016

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 VIG, LLC., dba/The Vestavia Group 2090 Columbiana Road, Suite 4400 Birmingham, AL 35216		CONTACT PHONE: 205-552-0244 FAX: 205-244-8072 E-MAIL: susan.crain@vestaviagroup.com ADDRESS:	
INSURED NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham AL 35216		INSURER(S) AFFORDING COVERAGE INSURER A: ProAssurance Casualty Company "A+" XII 38954 INSURER B: INSURER C: The Travelers Insurance Company "A++" XV 19046 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

DESC LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (IND) (XXX)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ES1840	09/30/16	09/30/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPOD AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Not Applicable			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		Not Applicable			EACH OCCURRENCE \$ XXXXXXXXXX AGGREGATE \$ XXXXXXXXXX
C	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 <input checked="" type="checkbox"/> N/A	TC2NUB-42518723-18 TROUB-42518760-16	09/30/16	09/30/17	X PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

It is understood and agreed if policies are changed or materially modified a thirty (30) day written notice will be provided to the Contracting Officer, New Hampshire DOC.

CERTIFICATE HOLDER New Hampshire DOC (Contract effective 1/27/2016) P. O. Box 1406 Concord, NH 03302	CANCELLATION 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 <i>Susan W. Crain</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2015

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 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 VIG, LLC, dba/The Vestavia Group 2090 Columbiana Road, Suite 4400 Birmingham, AL 35216	CONTACT NAME PHONE (A/C, B/C, Ext): 205-552-0244 FAX (A/C, B/C): 205-244-8072 INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company "A" XV INSURER B: The Travelers Insurance Company "A+" XV INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham AL 35216	NAIC # 35378 19046

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

TYPE OF INSURANCE	ACORD FORM	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N N	SM909760	09/30/15	09/30/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in ME) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	TC2NUB-4251B723-15 TRKUB-4251B760-15	09/30/15	09/30/16	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A Professional Liability Claims Made	N N	SM909760	09/30/15	09/30/16	Each Med. Incident \$1,000,000 Ann. Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of New Hampshire, Department of Corrections,
Electronic Health Record System Contract 2014-051.
It is understood and agreed NaphCare, Inc. will provide thirty (30) days written notice to the Contracting Officer, William L. Wrenn, Commissioner, or his successor of cancellation or any material modification of the policy as respects General Liability coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Corrections Division of Administration Contract/Grant Unit	CANCELLATION 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 <i>Susan W. Crain</i>
---	--



CERTIFICATE OF LIABILITY INSURANCE

9/30/2014

DATE (MM/DD/YYYY)

7/28/2014

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 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 8110 E. Union Avenue Suite 700 Denver CO 80237 (303) 414-6000	CONTACT NAME PHONE (A/C No. Ext.) FAX ADDRESS	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Sentinel Insurance Company, Ltd. INSURER C: The Travelers Ins Co (Accident Dept) INSURER D: INSURER E: INSURER F:	NAIC # 17370 11000
INSURED 1326378 NaphCare, Inc. 2090 Columbiana Road, Suite 4000 Birmingham, AL 35216-2158			

COVERAGES NAPCA01 CERTIFICATE NUMBER: 13048431 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.

SECT	TYPE OF INSURANCE	ADDL	INSUR	POLICY	POLICY EFF	POLICY EXP	LIMITS
LTR		END	END	NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GPFP1000079P5	9/30/2013	9/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	34UUNAQ5386	9/30/2013	9/30/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	CFX1000051P5	9/30/2013	9/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2NUB4251B72313 TRKUB4251B76013	9/30/2013 9/30/2013	9/30/2014 9/30/2014	<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
A	Professional Liability	N	N	PPF1000098P5	9/30/2013	9/30/2014	Each Claim: \$1M Annual Agg.: \$5M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP #2014-051 Electronic Health Record System; The State of New Hampshire Department of Corrections or its successor will be provided no less than ten (10) days prior written notice of cancellation or modification of the policy. Coverage and limits will be effective at contract inception.

CERTIFICATE HOLDER

13048431
State of New Hampshire
Department of Corrections
c/o Director of Medical & Forensic Services
PO Box 1806
Concord NH 03302

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- ☐ The contractor certifies that it IS a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does not exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- ☒ (2) The contractor certifies it does NOT qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$ Per Claim \$ 1,000,000 Per Incident/Occurrence \$ 5,000,000 General Aggregate

 Chief Executive Officer
Signature & Title

January 5, 2016
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...


Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.


- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

James S. McLane
Name

Bradley J. Cain
Witness Name


Signature


Signature

January 5, 2016
Date

January 5, 2016
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

James S. McLane

Name

Bradley J. Cain

Witness Name


Signature


Date


Signature


Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

James S. McLane

Name

Bradley J. Cain

Witness Name


Signature

January 5, 2016
Date


Signature

January 5, 2016
Date

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions

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

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

NH Department of Corrections
State of New Hampshire Agency Name

William L. Wrenn
Signature of Authorized Representative

William L. Wrenn, Commissioner
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

1/7/16
Date

NaphCare, Inc.
Contractor Name

James S. McLane
Contractor Representative Signature

James S. McLane
Authorized Contractor Representative Name

Chief Executive Officer
Authorized Contractor Representative Title

January 5, 2016
Date

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI; and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Byron Harrison

Printed Name/Signature of Contractor Employee

January 5, 2016
Date

James S. McLane

Printed Name/Signature of Contractor Representative

January 5, 2016
Date

NaphCare, Inc., Chief Executive Officer

Organization and Title of Contractor Representative



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA: NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): James S. McLane

(Name of Contract Signatory)

Date: January 5, 2016

Signature: [Signature]

(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 1 to RFP 2014-051 EHR

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
SUBMITTED WITH THE VENDOR'S BID RESPONSE.**

RFP: 2014-051 Electronic Health Record System Services

RFP Deadline: August 15, 2014, no later than 1:00 EST

- (1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Vendor Schedule; notation, p. 2 of 130

Delete: Vendor Conference.....June 27, 2014 1:00PM EST

Insert: Vendor Conference.....June 27, 2014 10:00AM-1:00PM
EST

- (2) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 2. Schedule of Events; Table of Events; notation, p. 6 of 130

Delete:

EVENT: Optional Vendor Conference; location identified in General Instructions, Section 4.3;
DATE: June 27, 2014;
TIME: 10am

Insert:

EVENT: Optional Vendor Conference; location identified in General Instructions, Section 4.3;
DATE: June 27, 2014;
TIME: 10am – 1:00pm

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

State of NH, Department of Corrections

RFP 2014-051EHR, closing date: 8/15/2014

Vendor Initials: 



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 2 to RFP 2014-051 EHR

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
FORWARDED TO:**

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

RFP: 2014-051 Electronic Health Record System Services

(1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 2., Schedule of Events; notation, p. 6 of 41.

Delete: Section 2., Schedule of Events:

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

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

State of NH, Department of Corrections

RFP 2014-051 EHR, closing date: 8/15/2014

Vendor Initials: JSM

Add: Section 2., Schedule of Events:

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-785-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

ADDENDUM # 3 to RFP 2014-051 EHR

THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND

FORWARDED TO:

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

RFP: 2014-051 Electronic Health Record System Services

(1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 2., Schedule of Events; notation, p. 6 of 41.

Delete: Section 2., Schedule of Events:

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

Promoting Public Safety through Integrity, Respect, Professionalism, Accountability and Collaboration

State of NH, Department of Corrections

RFP 2014-051 EHR, closing date: 8/15/2014

Vendor Initials: SM

Add: Section 2., Schedule of Events:

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



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner
Bob Mullen
Director

ADDENDUM # 4 to RFP 2014-051 EHR

**THIS DOCUMENT SHALL BE INITIALED BY THE CONTRACT SIGNATORY AND
FORWARDED TO:**

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

RFP: 2014-051 Electronic Health Record System Services

(1) Addendum Descriptor: Change/Correction/Clarification: Request for Proposal (RFP), Terms and Conditions, Section 5., Proposal Evaluation Process; Paragraph 5.3.4 Best and Final Offer

Deleted: Paragraph 5.3.4 Best and Final Offer: "The State will not be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor."

Add: Paragraph 5.3.4 Best and Final Offer: "The State may be requesting a Best and Final Offer. The State may negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move onto negotiations with the second highest scoring Vendor."

IN-DOC Analytics - Initial Cost plus Year 1 Software plus Add'l Cost of Hardware
IN-DOC Analytics \$500,000.00

R/E Committee Point (State Budget/Program) Cost Allocation: \$00

Company	Total Cash	Available From Other	Fixed Assets	Formula
GE Healthcare Finance	\$5,481,000	288	288	-1-141,440,000 + 15,000,000 / 25,000,000 * 100
Novartis Holding Corp	\$4,837,500	218	218	-1-140,015,425,000 / 60,000,000 * 100
Wynn Resorts, Inc.	\$425,000,000	109	109	-1-145,000,000 + 15,000,000 / 25,000,000 * 100

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

Net of the Membership	\$427,390.00	\$111,000.00	\$400,375.00	\$132,000.00	\$1,008,375.00	\$300,000.00	\$1,344,375.00
Net of the Membership, Inc.	\$425,000.00	90.00	\$425,000.00	\$74,000.00	\$400,000.00	\$300,000.00	\$1,100,000.00
Net of the Membership, Inc.	\$425,000.00	\$57,500.00	\$425,000.00	\$17,500.00	\$400,000.00	\$300,000.00	\$1,112,500.00

Budget Year 2-10: Not scored - Cost dependent upon future WEDOC enacted minimum budgets.

[illegible]

<p>Proposed 18-year cost plan was acceptable; CRT resolved prior to initial review that this submission will not be evaluated.</p> <p>Initial bid proposals: 5-year cost plan, did not conform to RFP requirements.</p> <p>CRT did not propose; CRT based on subjective review based on subjective criteria. After initial review head Union stated that proposal will not be considered.</p> <p>CRT based; no bid up recovery system; additional costs for certain items; (2) HADOC FTE; the HADOC Dept.</p>	<p>CRT with Tech</p> <p>Head Union Inc.</p> <p>Head Union Inc.</p> <p>Head Union Inc.</p>
---	---

EVALUATION SCORING SHEET	POINTS GIVEN			
	POINTS	GE Healthcare Fusion	Naphcare Inc.	Next Gen Healthcare
PROPOSED SOFTWARE SOLUTIONS	300	175	300	242.5
Product Literature and Product Description	37.5	17.5	37.5	37.5
Software and System Architecture	37.5	25	37.5	25
Software Releases	37.5	27.5	37.5	27.5
Ad Hoc/Required Reporting	30	0	30	0
User Friendliness and Usability	45	40	45	45
Interface Standards	37.5	27.5	37.5	37.5
Product Development	37.5	37.5	37.5	32.5
Application Functionality	37.5	0	37.5	37.5
IT: HIPAA Standards/Current ONC/CJIS	100	100	100	100
TECHNICAL SERVICE & PROJECT MGMT EXPERIENCE	150	55	150	35
Security & Protection of Data		5	30	5
System Security				
Backup and Recovery				
Assurance of Business Continuity				
Archiving				
Compatibility with State Personnel & Training	30	70	30	10
Preparation of State Staff				
User Training Approach				
Technical Knowledge Transfer				
Project Execution	30	20	30	10
Implementation Approach				
Testing				
Migration Strategy				
Interfaces				
Environment Setup				
Data Conversion				
Project MGMT Competence	30	5	30	10
System Acceptance Criteria				
Status Meetings and Reports				
Risk and Issue MGMT				
Scope Control				
Quality Assurance Approach				
Work Plan				
Ongoing Operations		5	30	0
Additional Services				
Help Desk Support				
Support & Maintenance				
VENDOR COMPANY	75	75	57.5	75
Financial Strength	37.5	37.5	20	37.5
References	37.5	37.5	37.5	37.5
STAFFING QUALIFICATIONS	75	75	75	75
Vendor Project Manager Qualifications				
Key Vendor Staff Qualifications				
COST SOLUTION	300	288	300	218
Compared to State Budget				
TOTAL	1000	768	982.5	745.5

DOIT-DOC HARDWARE COST REVIEW-LINDA SOCHA
JUNE 12, 2015

Electronic Health Record Hardware Cost Estimates

Estimates are provided with the following qualifications:

- Estimates are based on a set cost for servers and licensing. Costs will vary based on exact server specifications.
- Estimate for implementing a wireless network for Berlin and Concord main areas ONLY at approximately \$75K-100K and would depend on signal strength and security specifications. This levels the costs since GE and Nextgen have wireless devices but Naphcare can work without wireless in a "offline mode"
- Estimate for Disaster Recovery includes failover production servers at 27 Hazen data center. It does not include redundant lines or effort to switch to the new site. This levels the costs since Naphcare offers free disaster recovery at their site.

GE FUSION (Based on Response)

5 Servers (up to 100 users) @ 6,000 per server (hardware only)	=	30,000
• 1-Development Server		
• 1-Testing Server		
• 1-Production Server (4 core) **DR**		
• 1-Interface Server (4 core) **DR**		
• 1-File/Image Server **DR**		
5 Operating System Licenses/Backup/Virus/etc. @ 1,000	=	5,000
2 SQL Server Licenses (Production & Interface) @ 60,000	=	120,000
2 SQL Server Development Licenses (Dev & Testing) @ 125.00	=	250
Wireless Network Estimate	=	75,000
Disaster Recovery Estimate	=	141,000
TOTAL COSTS (Estimated) = 371,250		

**** NOTE:** Does not include costs for JBoss Application Server or Apache web server as it is assumed that they will be using free-ware versions.

****DR** Includes 3 servers, 2 SQL licenses, 3 OS licenses

Naphcare (Based on proposal)

2 Servers @ 6,000 per server (hardware only)	=	12,000
• 1-Database Server – Production		
• 1-Interface Server – Production		
• 0-Image server (will use Filehold server)		
• All other servers will be provided by Naphcare		
2 Operating System Licenses/Backup/Virus/etc @ 1,000	=	2,000
1 SQL Server Licenses (Production & Interface) @ 60,000	=	60,000
TOTAL COSTS (Estimated) = 74,000		

Nextgen (Based on response for 50-100 users for Production ONLY)

12 Servers @ 6,000 per server (hardware only)	=	72,000
---	---	--------

DOIT-DOC HARDWARE COST REVIEW-LINDA SOCHA
JUNE 12, 2015

- 1-Database Server (6 core) **DR**
- 1-Image Server (TB space) **DR**
- 1-Interface Server **DR**
- 8-Citrix Servers **DR**
- 1-Report Server **DR**

12 Operating System Licenses/Backup/Virus/etc @ 1,000	=	12,000
2 SQL Server Licenses (Production & Report) @ 90,000	=	180,000
8 Citrix Server Licenses (XenServer 6.5) @348	=	2,784
Wireless Network Estimate	=	75,000
Disaster Recovery Estimate	=	264,000

TOTAL COSTS (Estimated) = 528,000

**** (Does not include costs for CITRIX products on desktops--Unclear as to how it was applied in environment. Desktop licenses appear to be approx. 110.00-240.00 per device depending on level of license needed.)**

****DR Includes 12 servers, 2 SQL licenses, 12 OS licenses, 8 Citrix Server licenses**