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

Denis Goulet  
 Commissioner

March 30, 2020

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, on behalf of the Department of Corrections (DOC), to enter into a sole source contract amendment (Contract #100842) with Kalos, Inc. (Vendor #170048), of Topeka, Kansas for the purpose of continuing to provide pharmacy software services within the NH Prison System by increasing the price limitation by \$127,896.21, from \$221,588.24 to \$349,484.45 and extending the completion date of the contract from June 30, 2020 to June 30, 2025 effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on November 15, 2006, Item # 10A, and most recently amended by the Governor and Executive Council on January 10, 2018, Item #29.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Corrections to reimburse DoIT is 100% General Funds. Funds are available as follows for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024, and 2025, upon the continued appropriation of funds in future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

CAT#-DEPTH#- AGENCY#-ACTIVITY#- ACCTG UNIT#- DEPT NAME-ACCTG UNIT NAME CLASS-OBJECT- ACCOUNT DESC	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	TOTAL AMOUNT
01-03-03-030010- 76460000- DoIT- IT for DOC 046-500465 Consultants Job #03460009	\$24,772.63	\$25,156.26	\$25,559.10	\$25,982.06	\$26,426.16	\$127,896.21

**EXPLANATION**

This amendment is sole source because the contractor has provided ongoing software support and maintenance for their proprietary software since procured through a competitive RFP process in November of 2006. No other company would be able to support this software application. This pharmacy software, CIPS™ (Correctional Pharmacy Software), is used to fill prescriptions, customize drug formularies, track controlled substances, monitor perpetual inventory, order history and costs, notify the DOC of patient-specific allergies and drug interactions and the integration of the DOC's electronic medical record system as required by generally accepted pharmaceutical practices and accreditation agencies.

As previously stated, the original contract was approved by the Governor and Executive Council on November 15, 2006, Item # 10A and subsequently amended on April 1, 2009, Item # 7, June 8, 2011, Item # 8, June 24, 2015, Item # 104, May 4, 2016, Item # 30, and on January 10, 2018, Item # 29.

The Division of Medical and Forensic Services is seeking an additional five (5) year amendment. Since the implementation of our electronic health care record, the Department has had discussions with potential vendors to provide an alternative pharmacy software system solution. At this time, the NHDOC has determined that the software development to interface between a new pharmacy software system and the Department's current EHR system would be cost prohibitive. Additionally, the Department is considering the purchase of new pharmacy workflow equipment that will further automate the Department's pharmacy services and is compatible with CIPS™ and TechCare™. From a cost-savings perspective, due to software development costs, potential errors and delays resulting in changing systems, the continuation of the Kalos contract is the Departments' most favorable option and ensures the continuity of patient care and avoidance of potential litigation regarding disruptions in the medication delivery process.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet  
Commissioner

DG/kaf  
RID: 49425  
DoIT #: 2006-113F



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Denis Goulet  
Commissioner

March 30, 2020

Helen E. Hanks, Commissioner  
Department of Corrections  
State of New Hampshire  
P.O. Box 1806  
Concord, NH 03302

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 sole source contract amendment with Kalos Inc., as described below and referenced as DoIT No. 2006-113F.

This is a request for approval to enter into a contract amendment to continue the software support and maintenance for the Kalos pharmacy software system, Correctional Institutional Pharmacy System (CIPST<sup>™</sup>). This system provides a variety of applications including customized drug formularies, perpetual inventory and order history, tracking controlled substances, monitoring costs, notification of patient-specific allergies and drug interactions and the integration of medical record systems.

The contract amendment includes funding for \$127,896.21, increasing the total amount from \$221,588.24 to \$349,484.45 and extending the completion date from June 30, 2020 to June 30, 2025, effective upon the date of Governor and Executive Council approval through June 30, 2025.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval.

Sincerely,



Denis Goulet

DG/kaf/ck  
RID #49425  
DoIT #2006-113F

cc: Ransey Hill, IT LEAD

*"Innovative Technologies Today for New Hampshire's Tomorrow"*

**STATE OF NEW HAMPSHIRE  
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WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2006-113, on November 15, 2006, Item # 10A and subsequently amended on April 1, 2009, Item # 7, and on June 8, 2011, Item # 8, and on June 24, 2015, Item # 104, and on May 4, 2016, Item # 30 and on January 10, 2018 # 29 (herein after referred to as the "Agreement"), Kalos, Inc. d/b/a Kalos Software (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (DoIT) (hereinafter referred to as the "Department") acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: 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 Agency, Department and Contractor have agreed to amend the Agreement in certain respects;

WHEREAS, the Agency wishes to continue the services and the Agency, Department and Contractor seek to clarify the Agreement;

WHEREAS, the Agency, Department and the Contractor wish to extend the completion date from June 30, 2020 to June 30, 2025; and

WHEREAS, the Agency, Department and the Contractor wish to increase the Price Limitation of the Agreement by \$127,896.21 from \$221,588.24 for a total Price Limitation of \$349,484.45;

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. Form P-37, General Provisions, Block 1.6, Completion Date, to read: June 30, 2025.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$349,484.45;
3. Form P-37, General Provisions, Contract Agreement 2006-113, Part 1, is hereby amended as follows as described in Table 1: Contract 2006-113 – Central Pharmacy Software Delivery:

**Table 1: CONTRACT 2006-113 – CENTRAL PHARMACY SOFTWARE DELIVERY**

Contract # 2006-113	AMENDED TEXT
Statement of Work Section Number	
Statement of Work Section 2: Term of Contract	Replace the first sentence of the second paragraph with the following language to read:  "The Contract will begin on the Effective Date and extend through June 30, 2025."

Initial all pages  
Contractor Initials: LS  
Date: 3-19-2020

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<b>Statement of Work Section 4.4: State Contract Manager</b>	<p>Replace the State Contract Manager with the following language:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">State Contract Manager</th> </tr> <tr> <td style="width: 30%; text-align: center; vertical-align: top;"> Linda Socha Chief Information Officer </td> <td style="text-align: center; vertical-align: top;"> 105 Pleasant Street Concord, NH 03301 603-271-8293 <a href="mailto:Linda.Socha@doc.nh.gov">Linda.Socha@doc.nh.gov</a> </td> </tr> </table>	State Contract Manager		Linda Socha Chief Information Officer	105 Pleasant Street Concord, NH 03301 603-271-8293 <a href="mailto:Linda.Socha@doc.nh.gov">Linda.Socha@doc.nh.gov</a>				
State Contract Manager									
Linda Socha Chief Information Officer	105 Pleasant Street Concord, NH 03301 603-271-8293 <a href="mailto:Linda.Socha@doc.nh.gov">Linda.Socha@doc.nh.gov</a>								
<b>Statement of Work Section 4.5: State Project Manager</b>	<p>Replace the State Project Manager with the following language:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">State Project Manager</th> </tr> <tr> <td style="width: 30%; text-align: center; vertical-align: top;"> Benjamin T. Carbone Chief Pharmacist </td> <td style="text-align: center; vertical-align: top;"> NH Department of Corrections NH State Prison for Men (NHSP-M) P.O. Box 14 Concord, NH 03302-0014 603-271-6606 <a href="mailto:Benjamin.Carbone@doc.nh.gov">Benjamin.Carbone@doc.nh.gov</a> </td> </tr> </table>	State Project Manager		Benjamin T. Carbone Chief Pharmacist	NH Department of Corrections NH State Prison for Men (NHSP-M) P.O. Box 14 Concord, NH 03302-0014 603-271-6606 <a href="mailto:Benjamin.Carbone@doc.nh.gov">Benjamin.Carbone@doc.nh.gov</a>				
State Project Manager									
Benjamin T. Carbone Chief Pharmacist	NH Department of Corrections NH State Prison for Men (NHSP-M) P.O. Box 14 Concord, NH 03302-0014 603-271-6606 <a href="mailto:Benjamin.Carbone@doc.nh.gov">Benjamin.Carbone@doc.nh.gov</a>								
<b>Contract # 2006-113</b>  <b>Exhibit A Section Number</b>	<b>AMENDED TEXT</b>								
<b>Exhibit A: Contract Deliverables Section 2.1: Implementation Schedule – Activities/ Deliverable/ Milestones</b>	<p>Replace the Delivery Date to Reference Number 15 of Table to read:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Reference Number</th> <th style="width: 35%;">Activity, Deliverable, or Milestone</th> <th style="width: 25%;">Deliverable Type</th> <th style="width: 25%;">Delivery Date</th> </tr> <tr> <td style="text-align: center;">15</td> <td style="text-align: center;">Maintenance and Support Ends</td> <td style="text-align: center;">Non-Software</td> <td style="text-align: center;">6/30/2025</td> </tr> </table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	15	Maintenance and Support Ends	Non-Software	6/30/2025
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date						
15	Maintenance and Support Ends	Non-Software	6/30/2025						
<b>Contract # 2006-113</b>  <b>Exhibit B Section Number</b>	<b>AMENDED TEXT</b>								
<b>Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price</b>	<p>Replace the first sentence of the paragraph with the following language to read:</p> <p>"This is a Firm Fixed Price contract totaling \$349,484.45 for the period between the Effective Date through June 30, 2025."</p>								

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Contractor Initials: 459  
Date: 3.19.2020

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**Exhibit B: Price and Payment Schedule**  
**Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price**

Table 1: Activity, Deliverable or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
<b>IMPLEMENTATION</b>				
1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000.00
2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800.00
3	Conduct Project Kickoff Meeting and one Day Training	Non-Software	Dec 1, 2006	\$ 1,100.00
4	State completes User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608.00
5	Conduct Training - (10 Days)	Non-Software	Dec 26, 2006 - Jan 9, 2007	\$ 11,000.00
6a	Project Holdback - 120 Days after Software Development and Deployment	Non-Software	Apr 26, 2007	\$ 4,712.00
6b	Final Payment	Non-Software	Apr 26, 2007	\$ 1,400.00
<b>SUB-TOTAL</b>				<b>\$ 33,620.00</b>

<b>SUPPORT AND MAINTENANCE</b>				
7 FY 06 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jan 1, 2007 for FY07 Services thru June 30, 2007	\$ 1,580.00 \$ 2,280.00
8 FY 07 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2007 for FY08 Services thru June 30, 2008	\$ 2,860.00 \$ 2,280.00
9 FY 08 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2008 for FY09 Services thru June 30, 2009	\$ 2,980.00 \$ 2,394.00
10 FY 09 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2009 for FY10 Services thru June 30, 2010	\$ 3,106.00 \$ 2,512.00
11 FY 10 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2010 for FY11 Services thru June 30, 2011	\$ 3,238.00 \$ 2,636.00
12 FY 11 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2011 for FY12 Services thru Dec 30, 2011	\$ 1,638.00
13 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Dec 31, 2011 for FY12 Services thru June 30, 2012	\$ 5,245.00

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Date: 3-19-2020

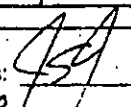
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14 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2012 for FY13 Services thru June 30, 2013	\$ 14,217.00 \$ 2,904.00
15 FY 13 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2013 for FY14 Services thru June 30, 2014	\$ 14,853.00 \$ 3,048.00
16 FY 14 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2014 for FY15 Services thru June 30, 2015	\$ 15,311.00 \$ 3,199.00
17 FY 15 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2015 for FY16 Services thru June 30, 2016	\$ 17,045.00
<b>SUB-TOTAL</b>				<b>\$103,526.00</b>
<b>ENHANCEMENTS</b>				
22 FY 09 Payment	CIPS interface to new offender management system. Thirteen (13) hours at \$100.00 per hour.	Software	June 30, 2008	\$ 1,300.00
23 FY 11 Payment	Order Entry Workstation software licenses.	Software	Q1/Calendar 2011	\$ 8,000.00
24 FY 11 Payment	Profile Workstation software licenses.	Software	Q1/Calendar 2011	\$ 4,000.00
26 FY 17 Payments	CIPS Licensing/Support monthly fee for up to six (6) months (CIPS Remote Order Entry, CIPS Profile & Medispan for Order Entry).	Non- Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 5,899.98
27 FY 17 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2016 for FY17 Services thru June 30, 2017	\$ 5,245.00
28 FY 17 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	Non- Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 3,600.00
29 FY 18 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2017 for FY18 Services thru June 30, 2018	\$ 5,245.00

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30 FY 18 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 18 Services (July 1, 2017 thru June 30, 2018)	\$ 7,200.00
33 FY 19 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non-Software	Pay by July 1, 2018 for FY19 Services thru June 30, 2019	\$ 5,245.00
34 FY 19 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 19 Services (July 1, 2018 thru June 30, 2019)	\$ 3,600.00
35 FY 20 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non-Software	Pay by July 1, 2019 for FY20 Services thru June 30, 2020	\$ 5,507.26
36 FY 20 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 20 Services (July 1, 2019 thru June 30, 2020)	\$ 3,600.00
37 FY 19 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Monthly Fee for FY 19 Services (July 1, 2018 thru June 30, 2019)	\$ 500.00
38 FY 20 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Monthly Fee for FY 20 Services (July 1, 2019 thru June 30, 2020)	\$ 500.00
40 FY 21 Payment	CIPS 9 Licensing/Support: 8 Licenses (Pharmacy Software Annual Maintenance, Medispan Database Subscription, Interface to Automated Maintenance).	Non-Software	Pay by July 1, 2020 for FY21 Services thru June 30, 2021	\$ 7,672.63
41 FY 21 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 21 Services (July 1, 2020 thru June 30, 2021)	\$ 3,600.00
42 FY 21 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Annual Fee for FY 21 Services (July 1, 2020 thru June 30, 2021)	\$ 500.00

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43 FY 21 Payments As Required	Contingency Funds for Additional Licenses TBD: CIPS Pharmacy, Remote, Profile & Medispan for Remote – based on licenses in use.	Non- Software	As Required (July 1, 2020 thru June 30, 2021)	\$ 5,000.00
46 FY 22 Payment	CIPS 9 Licensing/Support: 8 Licenses (Pharmacy Software Annual Maintenance, Medispan Database Subscription, Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2021 for FY22 Services thru June 30, 2022	\$ 8,056.26
47 FY 22 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/ transaction whichever is higher).	Non- Software	Monthly Fee for FY 22 Services (July 1, 2021 thru June 30, 2022	\$ 3,600.00
48 FY 22 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non- Software	Annual Fee for FY 22 Services (July 1, 2021 thru June 30, 2022	\$ 500.00
49 FY 22 Payments As Required	Contingency Funds for Additional Licenses TBD: CIPS Pharmacy, Remote, Profile & Medispan for Remote – based on licenses in use.	Non- Software	As Required (July 1, 2021 thru June 30, 2022)	\$ 5,000.00
52 FY 23 Payment	CIPS 9 Licensing/Support: 8 Licenses (Pharmacy Software Annual Maintenance, Medispan Database Subscription, Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2022 for FY23 Services thru June 30, 2023	\$ 8,459.10
53 FY 23 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/ transaction whichever is higher).	Non- Software	Monthly Fee for FY 23 Services (July 1, 2022 thru June 30, 2023	\$ 3,600.00
54 FY 23 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non- Software	Annual Fee for FY 23 Services (July 1, 2022 thru June 30, 2023	\$ 500.00
55 FY 23 Payments As Required	Contingency Funds for Additional Licenses TBD: CIPS Pharmacy, Remote, Profile & Medispan for Remote – based on licenses in use.	Non- Software	As Required (July 1, 2022 thru June 30, 2023)	\$ 5,000.00
58 FY 24 Payment	CIPS 9 Licensing/Support: 8 Licenses (Pharmacy Software Annual Maintenance, Medispan Database Subscription, Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2023 for FY24 Services thru June 30, 2024	\$ 8,882.06
59 FY 24 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/ transaction whichever is higher).	Non- Software	Monthly Fee for FY 24 Services (July 1, 2023 thru June 30, 2024	\$ 3,600.00

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	60 FY 24 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Annual Fee for FY 24 Services (July 1, 2023 thru June 30, 2024)	\$ 500.00
	61 FY 24 Payments As Required	Contingency Funds for Additional Licenses TBD: CIPS Pharmacy, Remote, Profile & Medispan for Remote – based on licenses in use.	Non-Software	As Required (July 1, 2023 thru June 30, 2024)	\$ 5,000.00
	64 FY 25 Payment	CIPS 9 Licensing/Support: 8 Licenses (Pharmacy Software Annual Maintenance, Medispan Database Subscription, Interface to Automated Maintenance).	Non-Software	Pay by July 1, 2024 for FY25 Services thru June 30, 2025	\$ 9,326.16
	65 FY 25 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/ transaction whichever is higher).	Non-Software	Monthly Fee for FY 25 Services (July 1, 2024 thru June 30, 2025)	\$ 3,600.00
	66 FY 25 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Annual Fee for FY 25 Services (July 1, 2024 thru June 30, 2025)	\$ 500.00
	67 FY 25 Payments As Required	Contingency Funds for Additional Licenses TBD: CIPS Pharmacy, Remote, Profile & Medispan for Remote – based on licenses in use.	Non-Software	As Required (July 1, 2024 thru June 30, 2025)	\$ 5,000.00
<b>SUB-TOTAL</b>					<b>\$ 137,338.45</b>
<b>CHANGE ORDERS</b>					
	25 FY 16 Payment	Contingency Funds for Contract Change Orders	NA	June 30, 2016	\$ 10,000.00
	31 FY 17 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
	32 FY 18 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
	39 FY 19 - 20 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
	44 FY 21 As Required	Contingency Funds for Contract System Support Change Orders	NA	As Required (July 1, 2020 thru June 30, 2021)	\$ 5,000.00

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45 FY 21 As Required	Contingency Funds for Contract CIPS Application Change Orders	NA	As Required (July 1, 2020 thru June 30, 2021)	\$ 3,000.00
50 FY 22 As Required	Contingency Funds for Contract System Support Change Orders	NA	As Required (July 1, 2021 thru June 30, 2022)	\$ 5,000.00
51 FY 22 As Required	Contingency Funds for Contract CIPS Application Change Orders	NA	As Required (July 1, 2021 thru June 30, 2022)	\$ 3,000.00
56 FY 23 As Required	Contingency Funds for Contract System Support Change Orders	NA	As Required (July 1, 2022 thru June 30, 2023)	\$ 5,000.00
57 FY 23 As Required	Contingency Funds for Contract CIPS Application Change Orders	NA	As Required (July 1, 2022 thru June 30, 2023)	\$ 3,000.00
62 FY 24 As Required	Contingency Funds for Contract System Support Change Orders	NA	As Required (July 1, 2023 thru June 30, 2024)	\$ 5,000.00
63 FY 24 As Required	Contingency Funds for Contract CIPS Application Change Orders	NA	As Required (July 1, 2023 thru June 30, 2024)	\$ 3,000.00
68 FY 25 As Required	Contingency Funds for Contract System Support Change Orders	NA	As Required (July 1, 2024 thru June 30, 2025)	\$ 5,000.00
69 FY 25 As Required	Contingency Funds for Contract CIPS Application Change Orders	NA	As Required (July 1, 2024 thru June 30, 2025)	\$ 3,000.00
<b>SUB-TOTAL</b>				<b>\$ 75,000.00</b>
<b>Grand Total:</b>				<b>\$349,484.45</b>

<b>Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price</b>	<b>Replace Table 2: Detailed License Deliverables and Pricing to read:</b>			
	<b>Application Products</b>			
	Correctional Institution Pharmacy System (CIPS 9) – (5) Licenses	Version 9	5	\$ 14,720.00
	Order Entry Workstation		20	\$ 8,000.00
	Profile Workstation		20	\$ 4,000.00
	CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2017	1	\$ 2,465.15
	CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2018	1	\$ 2,465.15
	CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2019	1	\$ 2,465.15
	CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2020	1	\$ 2,588.41

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CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses).	SFY 2021	1	\$ 2,717.83
CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses).	SFY 2022	1	\$ 2,853.72
CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses).	SFY 2023	1	\$ 2,996.41
CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses).	SFY 2024	1	\$ 3,146.23
CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses).	SFY 2025	1	\$ 3,303.54
Medispan Database Subscription (Annual Fee).	SFY 2017	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee).	SFY 2018	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee).	SFY 2019	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee).	SFY 2020	1	\$ 2,742.73
Medispan Database Subscription (Annual Fee).	SFY 2021	1	\$ 2,879.87
Medispan Database Subscription (Annual Fee).	SFY 2022	1	\$ 3,023.86
Medispan Database Subscription (Annual Fee).	SFY 2023	1	\$ 3,175.05
Medispan Database Subscription (Annual Fee).	SFY 2024	1	\$ 3,333.80
Medispan Database Subscription (Annual Fee).	SFY 2025	1	\$ 3,500.49
Interface to Automated (Annual Fee).	SFY 2017	1	\$ 167.73
Interface to Automated (Annual Fee).	SFY 2018	1	\$ 167.73
Interface to Automated (Annual Fee).	SFY 2019	1	\$ 167.73
Interface to Automated (Annual Fee).	SFY 2020	1	\$ 176.12
Interface to Automated (Annual Fee).	SFY 2021	1	\$ 184.93
Interface to Automated (Annual Fee).	SFY 2022	1	\$ 194.18
Interface to Automated (Annual Fee).	SFY 2023	1	\$ 203.89
Interface to Automated (Annual Fee).	SFY 2024	1	\$ 214.08
Interface to Automated (Annual Fee).	SFY 2025	1	\$ 224.78
Remote Licenses (Monthly Fee - Six (6) Months)			
• CIPS Remote Order Entry @ \$20.83/month/(6) months	SFY 2017	20	\$ 2,499.60
• CIPS Profile @ \$12.50/month/(6) months	SFY 2017	20	\$ 1,500.00
• Medispan for Order Entry @ \$16.67/month/(6) months	SFY 2017	19	\$ 1,900.38

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EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2017	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2018	1	\$ 7,200.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2019	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2020	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2021	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2022	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2023	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2024	1	\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	SFY 2025	1	\$ 3,600.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2019		\$ 500.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2020		\$ 500.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2021		\$ 500.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2022		\$ 500.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2023		\$ 500.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2024		\$ 500.00

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TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order.	SFY 2025		\$ 500.00
CIPS 9 Pharmacy Software Maintenance Annual Fee - 3 Additional Licenses (purchased under previous contract period).	SFY 2021	1	\$ 1,890.00
CIPS 9 Pharmacy Software Maintenance Annual Fee - 3 Additional Licenses (purchased under previous contract period).	SFY 2022	1	\$ 1,984.50
CIPS 9 Pharmacy Software Maintenance Annual Fee - 3 Additional Licenses (purchased under previous contract period).	SFY 2023	1	\$ 2,083.75
CIPS 9 Pharmacy Software Maintenance Annual Fee - 3 Additional Licenses (purchased under previous contract period).	SFY 2024	1	\$ 2,187.95
CIPS 9 Pharmacy Software Maintenance Annual Fee - 3 Additional Licenses (purchased under previous contract period).	SFY 2025	1	\$ 2,297.35

The SFY 2021-2025 Fee Schedule, below, for CIPS 9 Pharmacy Software Annual Maintenance/Support does not include pricing for additional licenses to include: Additional CIPS Pharmacy Licenses, Additional CIPS Remote Licenses - Provider Order Entry, Additional CIPS Profile Licenses - Provider View Only and Additional Medispan for Remote Licenses - Provider Order Entry purchased during Amendment F contract cycle is as follows:

Description	SFY 2021 (7/1/20- 6/30/21)	SFY 2022 (7/1/21- 6/30/22)	SFY 2023 (7/1/22- 6/30/23)	SFY 2024 (7/1/23- 6/30/24)	SFY 2025 (7/1/24- 6/30/25)
CIPS 9 Pharmacy Software Maintenance Annual Fee (Includes Original 5 Licenses)	\$2,717.83	\$2,853.72	\$2,996.41	\$3,146.23	\$3,303.54
Medispan Database Subscription	\$2,879.87	\$3,023.86	\$3,175.05	\$3,333.80	\$3,500.49
Interface to Automated Medispan	\$184.93	\$194.18	\$203.89	\$214.08	\$224.78

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CIPS 9 Pharmacy Software Maintenance Annual Fee (3 Licenses)	\$1,890.00	\$1,984.50	\$2,083.75	\$2,187.95	\$2,297.35
<b>Total</b>	<b>\$7,672.63</b>	<b>\$8,056.26</b>	<b>\$8,459.10</b>	<b>\$8,882.06</b>	<b>\$9,326.16</b>

The SFY 2021-2025 Fee Schedule, below, for Additional CIPS Licensing, Maintenance and Support is as follows:

Additional Licensing & Maintenance Support	Initial Cost	SFY 2021 (7/1/20- 6/30/21)	SFY 2022 (7/1/21- 6/30/22)	SFY 2023 (7/1/22- 6/30/23)	SFY 2024 (7/1/23- 6/30/24)	SFY 2025 (7/1/24- 6/30/25)
CIPS 9 Pharmacy Licenses per Computer	\$1,430.00	\$378.00	\$396.90	\$416.75	\$437.59	\$459.47
Remote License (Provider Order Entry) per Computer	\$0.00	\$262.50	\$275.63	\$289.41	\$303.88	\$319.07
Profile License (Provider View Only) per Computer	\$0.00	\$157.50	\$165.38	\$173.65	\$182.33	\$191.45
Medispan for Remote (Provider Order Entry) per Computer	\$0.00	\$210.00	\$220.50	\$231.53	\$243.11	\$255.27

The TechCare Bi-Directional Order Interface monthly licensing fees will be a per transaction fee of \$0.03/transaction or order with a minimum monthly charge of \$300.00.

Custom software programming fee is \$150.00 per hour.

Allocation of \$5,000.00 for SFY 17 (July 1, 2016 – June 30, 2017) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.

Allocation of \$5,000.00 for SFY 18 (July 1, 2017 – June 30, 2018) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.

Allocation of \$5,000.00 for SFY 19 (July 1, 2018 – June 30, 2020) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.

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	<p>The System Support change order allocation of \$5,000.00 for SFY 21 (July 1, 2020 – June 30, 2021) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>The System Support change order allocation of \$5,000.00 for SFY 22 (July 1, 2021 – June 30, 2022) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>The System Support change order allocation of \$5,000.00 for SFY 23 (July 1, 2022 – June 30, 2023) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>The System Support change order allocation of \$5,000.00 for SFY 24 (July 1, 2023 – June 30, 2024) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>The System Support change order allocation of \$5,000.00 for SFY 25 (July 1, 2024 – June 30, 2025) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>The CIPS Application change order allocation of \$3,000.00 for SFY 21 (July 1, 2020 – June 30, 2021) to accumulate over the term of the contract for change requests as required and shall cover any changes to the CIPS application.</p> <p>The CIPS Application change order allocation of \$3,000.00 for SFY 22 (July 1, 2021 – June 30, 2022) to accumulate over the term of the contract for change requests as required and shall cover any changes to the CIPS application.</p> <p>The CIPS Application change order allocation of \$3,000.00 for SFY 23 (July 1, 2022 – June 30, 2023) to accumulate over the term of the contract for change requests as required and shall cover any changes to the CIPS application.</p> <p>The CIPS Application change order allocation of \$3,000.00 for SFY 24 (July 1, 2023 – June 30, 2024) to accumulate over the term of the contract for change requests as required and shall cover any changes to the CIPS application.</p> <p>The CIPS Application change order allocation of \$3,000.00 for SFY 25 (July 1, 2024 – June 30, 2025) to accumulate over the term of the contract for change requests as required and shall cover any changes to the CIPS application.</p>
<b>Exhibit B: Price and Payment Schedule</b> <b>Section 2.: Total Contract Price</b>	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 \$349,484.45 ("Total Contract Price").

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Contract# 2006-113 Exhibit E	AMENDED TEXT			
Exhibit E: Implementation Services Section 1: Implementation Strategy Paragraph 1.1: Key Components	Replace the Delivery Date to Reference Number 24 of Table to read:			
	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date
	24	Maintenance and Support Ends	Non-Software	6/30/2025

**Table 2: ADMENDMENT HISTORY, CONTRACT 2006-113 – CENTRAL PHARMACY SOFTWARE DELIVERY**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2006-113	Original Contract	November 15, 2006, Item # 10A	December 30, 2011	\$ 61,124.00
2006-113 Amendment A	1 <sup>st</sup> Amendment	April 1, 2009, Item # 7	December 30, 2011	\$ 1,300.00
2006-113 Amendment B	2 <sup>nd</sup> Amendment	June 8, 2011, Item # 8	June 30, 2015	\$ 70,977.00
2006-113 Amendment C	3 <sup>rd</sup> Amendment	June 24, 2015, Item # 104	June 30, 2016	\$ 27,045.00
2006-113 Amendment D	4 <sup>th</sup> Amendment	May 4, 2016 Item # 30	June 30, 2018	\$ 37,189.98
2006-113 Amendment E	5 <sup>th</sup> Amendment	January 10, 2018 Item # 29	June 30, 2020	\$ 23,952.26
2006-113 Amendment F	6 <sup>th</sup> Amendment	Upon G&C Approval	June 30, 2025	\$ 127,896.21
	CONTRACT TOTAL			\$ 349,484.45

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

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

  
Contract Signatory

Date: 3-19-2020

President - James D. Sprinch, Jr  
Contract Signatory Title

Kalos, Inc. d/b/a Kalos Software  
3518 SE 21<sup>st</sup> Street, Suite B  
Topeka, KS 66607

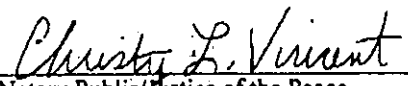
Corporate Signature Notarized:

STATE OF KANSAS

COUNTY OF SCHWARTZ

On this the 19<sup>th</sup> day of MARCH, 2020, before the undersigned officer of Kalos, Inc. d/b/a Kalos Software, personally appeared and acknowledged her/himself to be the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that she/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

My Commission Expires:

(SEAL)



State of New Hampshire

  
\_\_\_\_\_

Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information of Technology

Date: March 26, 2020

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Date: 3-19-2020

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

Approved by the Attorney General

*Erik Bal*

Date: 4/20/2020

State of New Hampshire, Department of Justice

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: \_\_\_\_\_

Date: \_\_\_\_\_

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Contractor Initials: *[Signature]*

Date: 3-19-2020

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# State of New Hampshire

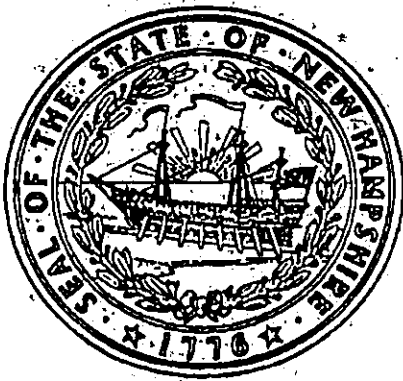
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KALOS, INC. is a Kansas Profit Corporation registered to do business in New Hampshire as KALOS SOFTWARE on September 21, 2006. 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: 564526

Certificate Number : 0004843081



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of March A.D. 2020.

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

William M. Gardner  
Secretary of State

## Business Information

### Business Details

Business Name: KALOS SOFTWARE	Business ID: 564526
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 09/21/2006	Name in State of Incorporation: KALOS, INC.
Date of Formation in Jurisdiction: 09/21/2006	
Principal Office Address: 3518 SE 21st Street Suite B, Topeka, KS, 66607, USA	Mailing Address: 3518 SE 21st Street Suite B, Topeka, KS, 66607, USA
Citizenship / State of Incorporation: Foreign/Kansas	
	Last Annual Report Year: 2020
	Next Report Year: 2021
Duration: Perpetual	
Business Email: jim@kalos-inc.com	Phone #: 785-232-3606
Notification Email: jim@kalos-inc.com	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To supply pharmacy software and labels/paper supply.	

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### Principals Information

Name/Title	Business Address
James Springer / President	3518 SE 21st Street, Topeka, KS, 66607, USA
James Springer / Chairman of the Board of Directors	3518 SE 21st Street, Topeka, KS, 66607, USA

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## Business Information

### Business Details

Business Name: KALOS SOFTWARE	Business ID: 564524
Business Type: Trade Name	Business Status: Active
Expiration Date: 9/21/2021	Last Renewal Date: Not Available
Business Creation Date: 09/21/2006	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 09/21/2006	
Principal Office 3518 SE 21st Street Suite B, Address: Topeka, 66607	Mailing Address: NONE
Business Email: NONE	Phone #: 785-232-3606
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / software developer	

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### Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

### Trade Name Owned By

Name	Title	Address
Kalos Software (/online/BusinessInquire/TradeNameInformation?businessID=380977)	Business	Good Standing

**CERTIFICATE OF AUTHORITY**  
**KALOS, INC. d/b/a KALOS SOFTWARE**

I, MARTHA SPRINGER, do hereby represent and certify that:  
(Name of Clerk/Secretary)

1. I am duly elected SECRETARY of Kalos, Inc. d/b/a Kalos Software, a Corporation  
(Clerk/Secretary)  
(the "Corporation").
2. I hereby certify that James D. Springer, Jr. is the President of Kalos, Inc. d/b/a Kalos Software and no other corporate resolution, shareholder vote, or other document or action is necessary to grant him authority to commit the Corporation to the obligations of this agreement with the State of New Hampshire, Department of Information Technology (DoIT) (hereinafter referred to as the "Department"), acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency").
3. The signature of James D. Springer, Jr., President of this Corporation affixed to any agreement instrument or document shall bind the corporation to the terms and conditions of the Agreement instrument or document.
4. 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.

IN WITNESS WHEREOF, I have hereunto set my hand as SECRETARY of the Corporation on 19<sup>th</sup> day  
(Clerk/Secretary)  
of March, 20 20.

Martha R. Springer  
(Signature of Clerk/Secretary)

STATE OF KANSAS

COUNTY OF SHARLOTTE

On this the 19<sup>th</sup> day of MARCH, 20 20, before me, MARTHA SPRINGER, personally appeared  
(Name of Clerk/Secretary)

and acknowledged himself/herself to be the SECRETARY of Kalos, Inc. d/b/a Kalos Software, a(n)  
(Clerk/Secretary)

Kansas corporation, and that he/she, as such being authorized to do so, executed the foregoing instrument.

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

Christy L. Vincent  
Notary Public/Justice of the Peace

My Commission Expires:

09/30/2023

(SEAL)





KALOINC-01

ALYDA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/20/2020

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 Brier Payne Meade Insurance 5835 SW 29th Street Suite 201 Topeka, KS 66614	CONTACT Kristie Sanderson	
	PHONE (A/C, No, Ext): (913) 744-2243	FAX (A/C, No):
INSURED  Kalos, Inc. 3518-B SE 21st Street Topeka, KS 66607	E-MAIL ADDRESS: ksanderson@bpminsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Casualty Company	NAIC # 28665
	INSURER B: Continental Insurance Company	35289
	INSURER C: Capitol Specialty Insurance Corporation	10328
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPP0354964	10/3/2019	10/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" 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			EPP0354964	10/3/2019	10/3/2022	COMBINED SINGLE LIMIT (EA accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EPP0354964	10/3/2019	10/3/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ OTHER: \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC4031023905	10/3/2019	10/3/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 Per Claim \$ 5,000,000
C	Technology E&O			SGC0001611	9/10/2019	9/10/2020	Per Claim \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of NH, Department of Information Technology shall be named additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2016/03)

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet  
Commissioner

December 19, 2017

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

REQUESTED ACTION

1) Authorize the Department of Information Technology, on behalf of the Department of Corrections (DOC), to enter into a sole source contract amendment (Encumbrance #100842) with Kalos, Inc. (Vendor #170048), of Topeka, Kansas, originally approved on November 15, 2006, Item # 10A and subsequently amended on April 1, 2009, Item # 7, and on June 8, 2011, Item # 8, and on June 24, 2015, Item # 104, and on May 4, 2016, Item # 30, increasing the contract amount by \$23,952.26, from \$197,635.98 to \$221,588.24, for the purpose of continuing to provide pharmacy software services within the NH Prison System.

2) Further authorize the Department to extend the expiration date of the contract from June 30, 2018 to June 30, 2020. The contract amendment will be effective upon Governor and Council's approval through June 30, 2020.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Corrections to reimburse DoIT is 100% General Funds. Funds are available as follows for SFY 2019 and are contingent upon the availability and continued appropriation of funds for SFY 2020 with the authority to adjust encumbrances between fiscal years through the Budget Office if needed and justified.

CAT# DEPT# AGENCY# ACTIVITY# ACCTG UNIT# DEPT NAME - AGENCY NAME - ACTIVITY NAME CLASS - OBJECT - ACCOUNT DESC	SFY 2019	SFY 2020	TOTAL AMOUNT
01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 Consultants Job #03460009	\$14,345.00	\$9,607.26	\$23,952.26

EXPLANATION

This amendment is sole source because the contractor has provided ongoing software support and maintenance for their proprietary software since procured through a competitive RFP process in November of 2006. No other company would be able to support this software application. Pharmacy

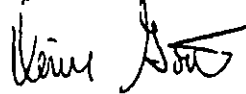
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2

software is used to fill prescriptions, keep a record/history of those prescriptions, track controlled substances, monitor costs, screen for drug interactions and allergies, and provide the record and histories as required by generally accepted pharmaceutical practices and accreditation agencies.

The purpose of this amendment is to provide the NH DOC Medical and Forensic Services an additional two (2) years to fully orient to their New Electronic Health Record system that was implemented on November 11, 2016. During this time, the NH DOC will evaluate best possible solutions for a possible new contract for pharmacy software services in the year 2020. Prior to the expiration of the term awarded in this contract, the NH DOC Division of Medical and forensic Services anticipates the release of a Request for Proposal with contract award by July 01, 2020.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet

DG/ik  
RID: 30980  
DoIT #: 2006-113E



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

December 11, 2017

Helen E. Hanks, Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
Concord, NH 03302-1806

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract amendment with Kalos Inc., of Topeka, Kansas, for the benefit of the Department of Corrections, as described below and referenced as DoIT No. 2006-113E.

This purpose of this amendment is for the vendor to continue to provide support, maintenance, and enhancements for the Department of Corrections' Pharmacy Management System.

The amount of the amendment is \$23,952.26, increasing the contract price from \$197,635.98 to \$221,588.24. The amendment also extends the expiration of the contract from June 30, 2018 to June 30, 2020.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a large, sweeping flourish at the end.

Denis Goulet

DG/ik  
Contract 2006-113E

cc: Ransey Hill, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP # 2006-113, on November 15, 2006, Item # 10A and subsequently amended on April 1, 2009, Item # 7, and on June 8, 2011, Item # 8, and on June 24, 2015, Item # 104, and on May 4, 2016, Item # 30 (herein after referred to as the "Agreement"), Kalos, Inc. d/b/a Kalos Software (hereinafter referred to as "Contractor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (DOIT) (hereinafter referred to as the "Department") acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16: 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 Agency, Department and Contractor have agreed to amend the Agreement in certain respects;

WHEREAS, the Agency wishes to continue the services and the Agency, Department and Contractor seek to clarify the Agreement;

WHEREAS, the Agency, Department and the Contractor wish to extend the completion date from June 30, 2018 to June 30, 2020;

WHEREAS, the Agency, Department and the Contractor wish to increase the Contract price by \$23,952.26 to bring the total contract price to \$221,588.24;

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. Amend Section 1.6 of the Agreement (Page 1) by extending the Completion Date from June 30, 2018 to June 30, 2020.
2. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$23,952.26 from \$197,635.98 to \$221,588.24.
3. The Agreement is further amended as described in Table 1:

**Table 1: CONTRACT 2006-113 – CENTRAL PHARMACY SOFTWARE DELIVERY**

Contract # 2006-113	AMENDED TEXT
Statement of Work Section Number	
Statement of Work Section 2: Term of Contract	Delete the following language:  "The Contract will begin on the Effective Date and extend through June 30, 2018."  Add the following language:  "The Contract will begin on the Effective Date and extend through June 30, 2020."

Initial all pages

Contractor Initials: 481

Date: 11-24-17

Page 1 of 10

Amendment template revision 9/22/17

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E**

Contract # 2006-113	AMENDED TEXT																																													
Exhibit A Section Number																																														
Exhibit A: Contract Deliverables Section 2.1: Implementation	<p>Delete Reference Number 15 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2018</td></tr></table> <p>Add Reference Number 15 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2020</td></tr></table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	15	Maintenance and Support Ends	Non-Software	6/30/2018	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	15	Maintenance and Support Ends	Non-Software	6/30/2020																													
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Contract # 2006-113	AMENDED TEXT																																													
Exhibit B Section Number																																														
Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price	<p>Delete the first sentence in the paragraph from:</p> <p>"This is a Firm Fixed Price contract totaling \$197,635.98 for the period between the Effective Date through June 30, 2018."</p> <p>Add the first sentence in the paragraph to:</p> <p>"This is a Firm Fixed Price contract totaling \$221,588.24 for the period between the Effective Date through June 30, 2020."</p>																																													
Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price	<table><tr><th colspan="5">Table 1: Activity, Deliverable or Milestone Price and Payment Table</th></tr><tr><th>Reference Number</th><th>Activity, Deliverable or Milestone</th><th>Deliverable Type</th><th>Projected Delivery Date</th><th>Payment Amount</th></tr><tr><td colspan="5">IMPLEMENTATION</td></tr><tr><td>1</td><td>Data Conversion from Viking</td><td>Software</td><td>Nov 16, 2006</td><td>\$ 6,000.00</td></tr><tr><td>2</td><td>Inmate Demographic Download</td><td>Software</td><td>Nov 16, 2006</td><td>\$ 800.00</td></tr><tr><td>3</td><td>Conduct Project Kickoff Meeting and one Day Training</td><td>Non-Software</td><td>Dec 1, 2006</td><td>\$ 1,100.00</td></tr><tr><td>4</td><td>State completes User Acceptance Testing</td><td>Non-Software</td><td>Dec 15, 2006</td><td>\$ 8,608.00</td></tr><tr><td>5</td><td>Conduct Training – (10 Days)</td><td>Non-Software</td><td>Dec 26, 2006 – Jan 9, 2007</td><td>\$ 11,000.00</td></tr><tr><td>6a</td><td>Project Holdback – 120 Days after Software Development and Deployment</td><td>Non-Software</td><td>Apr 26, 2007</td><td>\$ 4,712.00</td></tr></table>	Table 1: Activity, Deliverable or Milestone Price and Payment Table					Reference Number	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount	IMPLEMENTATION					1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000.00	2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800.00	3	Conduct Project Kickoff Meeting and one Day Training	Non-Software	Dec 1, 2006	\$ 1,100.00	4	State completes User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608.00	5	Conduct Training – (10 Days)	Non-Software	Dec 26, 2006 – Jan 9, 2007	\$ 11,000.00	6a	Project Holdback – 120 Days after Software Development and Deployment	Non-Software	Apr 26, 2007	\$ 4,712.00
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Contractor Initials: 951  
Date: 11-29-17

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E

6b	Final Payment	Non-Software	Apr 26, 2007	\$ 1,400.00
SUB-TOTAL				\$ 33,620.00
SUPPORT AND MAINTENANCE				
7 FY 06 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jan 1, 2007 for FY07 Services thru June 30, 2007	\$ 1,580.00 \$ 2,280.00
8 FY 07 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2007 for FY08 Services thru June 30, 2008	\$ 2,860.00 \$ 2,280.00
9 FY 08 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2008 for FY09 Services thru June 30, 2009	\$ 2,980.00 \$ 2,394.00
10 FY 09 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2009 for FY10 Services thru June 30, 2010	\$ 3,106.00 \$ 2,512.00
11 FY 10 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2010 for FY11 Services thru June 30, 2011	\$ 3,238.00 \$ 2,636.00
12 FY 11 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2011 for FY12 Services thru Dec 30, 2011	\$ 1,638.00
13 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Dec 31, 2011 for FY12 Services thru June 30, 2012	\$ 5,245.00
14 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2012 for FY13 Services thru June 30, 2013	\$ 14,217.00 \$ 2,904.00
15 FY 13 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2013 for FY14 Services thru June 30, 2014	\$ 14,853.00 \$ 3,048.00
16 FY 14 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2014 for FY15 Services thru June 30, 2015	\$ 15,511.00 \$ 3,199.00

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Contractor Initials: 951  
Date: 11-24-12

**STATE OF NEW HAMPSHIRE  
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17 FY 15 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2015 for FY16 Services thru June 30, 2016	\$ 17,045.00
<b>SUB-TOTAL</b>				<b>\$103,526.00</b>
<b>ENHANCEMENTS</b>				
22 FY 09 Payment	CIPS interface to new offender management system. Thirteen (13) hours at \$100.00 per hour.	Software	June 30, 2008	\$ 1,300.00
23 FY 11 Payment	Order Entry Workstation software licenses.	Software	Q1/Calendar 2011	\$ 8,000.00
24 FY 11 Payment	Profile Workstation software licenses.	Software	Q1/Calendar 2011	\$ 4,000.00
26 FY 17 Payments	CIPS Licensing/Support monthly fee for up to six (6) months (CIPS Remote Order Entry, CIPS Profile & Medispan for Order Entry)	Non- Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 5,899.98
27 FY 17 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance)	Non- Software	Pay by July 1, 2016 for FY17 Services thru June 30, 2017	\$ 5,245.00
28 FY 17 Payments	Monthly Transaction Fee for CIPS/TechCare Bi- Directional Order Interface (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	Non- Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 3,600.00
29 FY 18 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance)	Non- Software	Pay by July 1, 2017 for FY18 Services thru June 30, 2018	\$ 5,245.00
30 FY 18 Payments	Monthly Transaction Fee for CIPS/TechCare Bi- Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/ transaction whichever is higher).	Non- Software	Monthly Fee for FY 18 Services (July 1, 2017 thru June 30, 2018)	\$ 7,200.00
33 FY 19 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non- Software	Pay by July 1, 2018 for FY19 Services thru June 30, 2019	\$ 5,245.00

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Date: 11-24-17

**STATE OF NEW HAMPSHIRE  
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34 FY 19 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 19 Services (July 1, 2018 thru June 30, 2019)	\$ 3,600.00
35 FY 20 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance).	Non-Software	Pay by July 1, 2019 for FY20 Services thru June 30, 2020	\$ 5,507.26
36 FY 20 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies or \$0.03/transaction whichever is higher).	Non-Software	Monthly Fee for FY 20 Services (July 1, 2019 thru June 30, 2020)	\$ 3,600.00
37 FY 19 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Monthly Fee for FY 19 Services (July 1, 2018 thru June 30, 2019)	\$ 500.00
38 FY 20 Payments As Required	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 at \$0.03/transaction if applies.	Non-Software	Monthly Fee for FY 20 Services (July 1, 2019 thru June 30, 2020)	\$ 500.00
<b>SUB-TOTAL</b>				<b>\$ 59,442.24</b>

<b>CHANGE ORDERS</b>				
25 FY 16 Payment	Contingency Funds for Contract Change Orders	NA	June 30, 2016	\$ 10,000.00
31 FY 17 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
32 FY 18 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
39 FY 19 - 20 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
<b>SUB-TOTAL</b>				<b>\$ 25,000.00</b>

<b>Grand Total:</b>	<b>\$221,588.24</b>
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Contractor Initials: 454  
Date: 11-29-17



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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**Exhibit B: Price and  
Payment Schedule  
Section 1: Deliverable  
Payment Schedule,  
Paragraph 1.1: Firm  
Fixed Price**

**Delete Table 2 and replace with the following:**

<b>Application Products</b>			
Correctional Institution Pharmacy System (CIPS)	Version 9	5	\$ 14,720.00
Order Entry Workstation		20	\$ 8,000.00
Profile Workstation		20	\$ 4,000.00
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2017	1	\$ 2,465.15
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2018	1	\$ 2,465.15
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2019	1	\$ 2,465.15
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2020	1	\$ 2,588.41
Medispan Database Subscription (Annual Fee)	SFY 2017	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee)	SFY 2018	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee)	SFY 2019	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee)	SFY 2020	1	\$ 2,742.73
Interface to Automed (Annual Fee)	SFY 2017	1	\$ 167.73
Interface to Automed (Annual Fee)	SFY 2018	1	\$ 167.73
Interface to Automed (Annual Fee)	SFY 2019	1	\$ 167.73
Interface to Automed (Annual Fee)	SFY 2020	1	\$ 176.12
<b>Remote Licenses (Monthly Fee – Six (6) Months)</b>			
• CIPS Remote Order Entry @ \$20.83/month/(6) months	SFY 2017	20	\$ 2,499.60
• CIPS Profile @ \$12.50/month/(6) months	SFY 2017	20	\$ 1,500.00
• Medispan for Order Entry @ \$16.67/month/(6) months	SFY 2017	19	\$ 1,900.38
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2017		\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2018		\$ 7,200.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2019		\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2020		\$ 3,600.00
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order	SFY 2019		\$ 500.00

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Contractor Initials: 459  
Date: 11-24-17

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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CONTRACT DOC 2006-113  
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	<table><tr><td>TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order</td><td>SFY 2020</td><td></td><td>\$ 500.00</td></tr></table>	TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order	SFY 2020		\$ 500.00												
TechCare Bi-Directional Order Interface transaction overages above the minimum monthly fee of \$300.00 (Annual Allocation) or \$0.03/order	SFY 2020		\$ 500.00														
	<p>The price for CIPS 9 Pharmacy Software Annual Maintenance/Support for SFY 2019 (July 1, 2018 – June 30, 2019) and SFY 2020 (July 1, 2019 – June 30, 2020) is \$5,245.00 for SFY 19 and is \$5,507.26 for SFY 20 for a two-year total of \$10,752.26 (does not include pricing for CIPS Remote, CIPS Profile and Medispan screening for providers).</p> <p>The TechCare Bi-Directional Order Interface monthly licensing fees will be a per transaction fee of \$0.03/transaction or order with a minimum monthly charge of \$300.00.</p> <p>Allocation of \$5,000.00 for SFY 17 (July 1, 2016 – June 30, 2017) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>Allocation of \$5,000.00 for SFY 18 (July 1, 2017 – June 30, 2018) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p> <p>Allocation of \$5,000.00 for SFY 19 (July 1, 2018 – June 30, 2020) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.</p>																
Exhibit B: Price and Payment Schedule Section 2.: Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$221,588.24 ("Total Contract Price").																
Contract# 2006-113 Exhibit E	AMENDED TEXT																
Exhibit E: Implementation Services Section 1: Implementation Strategy Paragraph 1.1: Key Components	<p>Delete Reference Number 24 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>24</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2018</td></tr></table> <p>Add Reference Number 15 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>24</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2020</td></tr></table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	24	Maintenance and Support Ends	Non-Software	6/30/2018	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	24	Maintenance and Support Ends	Non-Software	6/30/2020
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date														
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24	Maintenance and Support Ends	Non-Software	6/30/2020														

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E

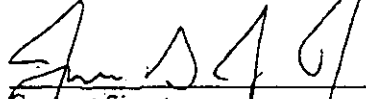
**Table 2: ADMENDMENT HISTORY, CONTRACT 2006-113 – CENTRAL PHARMACY SOFTWARE DELIVERY**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2006-113	Original Contract	November 15, 2006, Item # 10A	December 30, 2011	\$61,124.00
2006-113 Amendment A	1 <sup>st</sup> Amendment	April 1, 2009, Item # 7	December 30, 2011	\$1,300.00
2006-113 Amendment B	2 <sup>nd</sup> Amendment	June 8, 2011, Item # 8	June 30, 2015	\$70,977.00
2006-113 Amendment C	3 <sup>rd</sup> Amendment	June 24, 2015, Item # 104	June 30, 2016	\$27,045.00
2006-113 Amendment D	4 <sup>th</sup> Amendment	May 4, 2016 Item # 30	June 30, 2018	\$37,189.98
2006-113 Amendment E	5 <sup>th</sup> Amendment	Upon G&C Approval	June 30, 2020	\$23,952.26
	CONTRACT TOTAL			\$221,588.24

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E

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.

  
Contract Signatory  
JAMES D. SPRAGUE, JR.  
Contract Signatory Title

Date: 11-24-17

Kalos, Inc. d/b/a Kalos Software  
3518 SE 21<sup>st</sup> Street, Suite B  
Topeka, KS 66607


Corporate Signature Notarized:

STATE OF Kansas

COUNTY OF Shawnee

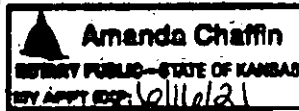
On this the 24 day of November, 2017 before the undersigned officer of Kalos, Inc. d/b/a Kalos Software, personally appeared and acknowledged her/himself to be the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that she/he executed this document in the capacity indicated above.

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


  
Notary Public/Justice of the Peace

My Commission Expires: 6/16/21

(SEAL)



State of New Hampshire

  
Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information of Technology

Date: 12/12/2017

Initial all pages  
Contractor Initials: JS  
Date: 11-24-17

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT E

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: 12/12/17

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: \_\_\_\_\_

Date: \_\_\_\_\_

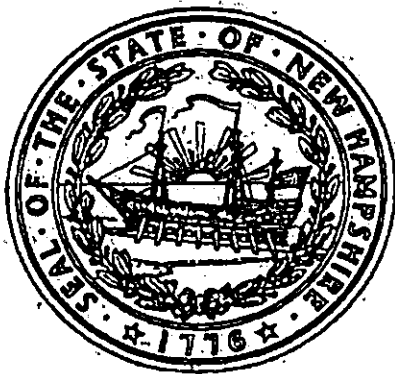
Initial all pages  
Contractor Initials: ASA  
Date: 11-24-17

**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 KALOS, INC. is a Kansas Profit Corporation registered to do business in New Hampshire as KALOS SOFTWARE on September 21, 2006. 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: 564526



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 November A.D. 2017.

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

William M. Gardner,  
Secretary of State

## Business Information

### Business Details

Business Name: KALOS SOFTWARE	Business ID: 564524
Business Type: FORCED DBA	Business Status: Active
Expiration Date: 9/21/2021	Last Renewal Date: Not Available
Business Creation Date: 09/21/2006	Name in State of Formation: KALOS, INC.
Date of Formation in Jurisdiction: 09/21/2006	
Principal Office 3518 SE 21st Street Suite B, Address: Topeka, 66607	Mailing Address: NONE
Business Email: NONE	Phone #: 785-232-3606
Notification Email: NONE	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / software developer	

Page 1 of 1, records 1 to 1 of 1

### Trade Name Information

Business Name	Business ID	Business Status
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### Trade Name Owned By

Name	Title	Address
Kalos Software (/online/BusinessInquire/TradeNameInformation? businessID=380977)	Business	Good Standing

**CERTIFICATE OF AUTHORITY**  
**KALOS, INC. d/b/a KALOS SOFTWARE**

I, MARTHA R. SPRINGER, do hereby represent and certify that:  
(Name of Clerk/Secretary)

1. I am duly elected SECRETARY of Kalos, Inc. d/b/a Kalos Software, a Corporation  
(Clerk/Secretary)  
(the "Corporation").
2. I hereby certify that James D. Springer, Jr. is the President of Kalos, Inc. d/b/a Kalos Software and no other corporate resolution, shareholder vote, or other document or action is necessary to grant him authority to commit the Corporation to the obligations of this agreement with the State of New Hampshire, Department of Information Technology (DoIT) (hereinafter referred to as the "Department"), acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency").
3. The signature of James D. Springer, Jr., President of this Corporation affixed to any agreement instrument or document shall bind the corporation to the terms and conditions of the Agreement instrument or document.
4. 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.

IN WITNESS WHEREOF, I have hereunto set my hand as SECRETARY of the Corporation on 24<sup>th</sup> day  
(Clerk/Secretary)  
of November 20 17.

Martha R. Springer  
(Signature of Clerk/Secretary)

STATE OF Kansas  
COUNTY OF Shawnee

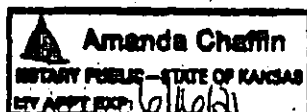
On this the 24 day of November, 20 17, before me, Martha Springer, personally appeared  
(Name of Clerk/Secretary)  
and acknowledged himself/herself to be the Secretary of Kalos, Inc. d/b/a Kalos Software, a(n)  
(Clerk/Secretary)  
Kansas corporation, and that he/she, as such being authorized to do so, executed the foregoing instrument.

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

Amanda Chaffin  
Notary Public/Justice of the Peace

My Commission Expires: 6/16/21

(SEAL)







KALOINC-01

CCRONISTER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/27/2017

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).

<b>PRODUCER</b> Brier Payne Meade Insurance, Inc. 5835 SW 29th Street Suite 101 Topeka, KS 66614		<b>CONTACT</b> Meredith Preisner <b>PHONE</b> (A/C, No, Ext): (785) 438-5318 <b>FAX</b> (A/C, No): (785) 233-2679 <b>EMAIL ADDRESS:</b> mpreisner@bpminsurance.com	
<b>INSURED</b> Kalos, Inc. d/b/a Kalos Software 3518 SE 21st Street Suite B Topeka, KS 66607		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Capitol Specialty Insurance Corporation 10328 <b>INSURER B:</b> Cincinnati Casualty Company 28665 <b>INSURER C:</b> Transportation Insurance Company 20494 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## 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	ADDL INSR	SUBR YYY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyber Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SGC0161107	09/10/2017	09/10/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/PROP AGG. \$ OTHER: \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0354964	10/03/2016	10/03/2019	COMBINED SINGLE LIMIT (Ea occurrence) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS			EPP0354964	10/03/2016	10/03/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC4031023905	10/03/2017	10/03/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Cathy Cronister</i>
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ACORD 25 (2016/03)

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Denis Goulet  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

G & C

Pending \_\_\_\_\_

Approved MAY 4, 2016

Item # #30

March 30, 2016

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

REQUESTED ACTION

1) Authorize the Department of Information Technology on behalf of the Department of Corrections (DOC) to enter into a sole source contract amendment (Encumbrance #100842) with Kalos, Inc. (Vendor #170048), of Topeka, Kansas by increasing the contract amount by \$37,189.98 from \$160,446.00 and not to exceed the total contract amount of \$197,635.98 for ongoing support and maintenance services for the Pharmacy Software System. The contract was originally approved by the Governor and Executive Council on November 15, 2006, Item #10A, and was subsequently amended on April 1, 2009, Item #9; June 8, 2011, Item #8; June 24, 2015 Item #104.

2) Further authorize the Department to extend the expiration date of the contract from June 30, 2016 to June 30, 2018.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year (SFY) 2017 and 2018 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. 100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Corrections to reimburse DoIT for this maintenance service is 100% General Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2017	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$19,744.98
2018	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$17,445.00
Total			\$37,189.98

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
March 30, 2016  
Page 2

#### EXPLANATION

The amendment is sole source because there is no other vendor able to maintain this proprietary software. The State does not have funding to replace this system at this time and to do so would be premature since the current system is operating well and meeting the Department's business needs.

The purpose of this agreement is to extend the contract currently in place for a period of 24 months in order to provide continued services and maintenance of the KALOS Correctional Institutional Pharmacy System (CIKPS) that is currently in place for delivering NHDOD pharmacy services. The system will allow for continued operations for the purpose of prescription ordering and management of all pharmacy services for inmates under the jurisdiction of the NHDOD.

It is critical to provide funding for this service to ensure continued delivery of services and compliance of the Laaman Decree and Holliday Decision, which demands the timely delivery of medications within appropriate timeframes.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet  
Commissioner

DG/mh  
RID # 18573  
2006-113D



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

March 31, 2016

William L. Wrenn  
Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to have DoIT enter into a contract amendment with Kalos Inc., Topoka, Kansas, for the benefit of the Department of Corrections, as described below and referenced as DoIT No. 2006-113D.

This is a request to enter into Contract Amendment D to provide ongoing support, maintenance, and enhancements for the Department of Corrections' Pharmacy Management System. The amendment extends the expiration of the contract from June 30, 2016 to June 30, 2018. The amount of the amendment is \$37,189.98, increasing the contract funding from \$160,446.00 and not to exceed the amount of \$197,635.98.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/mh  
Amendment 2006-113D  
A&E RID #18573

cc: Ransey Hill, IT Manager, 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: 1-800-785-2964

William L. Wrenn  
Commissioner

Doreen Wittenberg  
Director

March 17, 2016

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

Requested Action

Authorize the New Hampshire Department of Information Technology (NH DoIT), acting on behalf of the NH Department of Corrections (NH DOC), to amend the contract agreement with KALOs Inc. (Vendor # 170048), 3518 SE 21<sup>st</sup> Street, Suite B, Topeka, Kansas, for the provision of an amendment to extend the maintenance period for the pharmacy application in the amount of \$37,189.98 not to exceed the total contract amount of \$197,635.98 with a completion date of June 30, 2018.

The purpose of this agreement is to extend the contract currently in place for period of 24 months in order to provide continued service and maintenance of the KALOS Correctional Institution Pharmacy System (CIPS) that is currently in place for delivering NHDOC pharmacy services. This system will allow for continued operations for the purpose prescription ordering and management of all pharmacy services for inmates under the jurisdiction of the NH DOC. Funding for this contract will come from a single source: NH DOC Class 027.

Funding is available in the NH DOC Agency Technology-Software account for State Fiscal Year (SFY) 2017-2018, contingent upon the availability and continued appropriation of funds. 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.

Description	Account	2017	2018
Annual License Fees	010 - 003 - 7646 - 0300 - 046 - 0465 - 7130400	\$5,245.00	\$5,245.00
Up to 6 months of Remote licenses	010 - 003 - 7646 - 0300 - 046 - 0465 - 7130400	5,899.98	0.00
Transactional Fees	010 - 003 - 7646 - 0300 - 046 - 0465 - 7130400	3,600	7,200.00
Change Requests	010 - 003 - 7646 - 0300 - 046 - 0465 - 7130400	5,000	5,000.00
Total SFY Costs		19,744.98	17,445.00
Total Contract Cost & Job #		37,189.98	03460009

**Amendment Objectives:**

To provide on-going software support and maintenance for the KALOS pharmacy system. This system was initially procured in November 2006 and has remained the primary pharmacy management system since. This system supports a centralized pharmacy providing service to all NH DOC prison facilities and community corrections centers.

**Open Standards**

Consideration of Open Standards does not apply to this service since this is a vendor operated, closed network. This amendment is for sole source because there is no other vendor able to maintain current level of services under existing contract.

**Alternatives and Benefits**

The services provided will continue to support the daily operations, support, maintenance and enhancements of the NH DOC Pharmacy Management System. The NH NHDOC Pharmacy fills approximately 17,000 prescription per month to more than 2, 500 inmates. It is critical to provide funding for this service to ensure continued delivery of services and compliance of the Laaman Decree and Holliday Decision, which demands the timely delivery of medications within appropriate timeframes.

**Impact on Other State Agencies and Municipalities**

This contract amendment will not impact any other state agencies or municipalities.

**Summary of Requested Action**

Date of most recent AITP:	11-2006
NHITP Initiative / Project Name:	Pharmacy Ordering and Management System
NHITP Initiative / Project Number:	2016-113
A&E RID#:	

**Requisition Information:**

Vendor Name: KALOS, Inc. 3518 SE 21 <sup>st</sup> Street, Suite B Topeka, Kansas 66607
--

Funding Sources and Amounts:

Account Number	Description	Account/ Job #	SFY 17	SFY 18	Total
NHDOC			0.00	0.00	0.00
DoIT	Maintenance and Change Orders	010 - 003 - 7646 - 0300 - 046 - 0465 - 7130400 Job # 03460009	19,744.98	17,445.00	37,189.98
Total Contract			\$180,190.98	\$197,635.98	\$ 197,635.98
Funding Source % by SFY			100	100	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

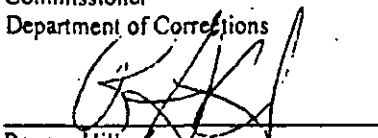
Certification

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: 18573

Contract Number: 2006-113

Cc: Ransey Hill, DoIT IT Manager

Leslie Mason, DoIT IT Manager

Theresa Pare-Curtis, DoIT Director



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Executive Council as a result of RFP #2006-113, on November 15, 2006, Item # 10A, and subsequently amended on April 1, 2009, Item #7, and on June 8, 2011, Item #8; and on June 24, 2015, Item # 104, (herein after referred to as the "Agreement"), Kalos, Inc. d/b/a Kalos Software (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (DoIT) (hereinafter referred to as the "Department") acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency") certain sums as specified therein:

WHEREAS, pursuant to the Agreement Section 13.16: 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 Agency, Department and Vendor have agreed to amend the Agreement in certain respects;

WHEREAS, the Agency wishes to continue the services and the Agency, Department and Vendor seek to clarify the Agreement;

WHEREAS, the Agency, Department and Vendor wish to extend the Contract Completion Date from June 30, 2016 to June 30, 2018;

WHEREAS, the Agency, Department and Vendor wish to increase the Contract price by \$37,189.98 to bring the total contract price to \$197,635.98;

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. Amend the Contract Agreement, Page 1 of 29, Block 1.7, of the Agreement by extending the Completion Date from June 30, 2016 to June 30, 2018.
2. Amend the Contract Agreement, Page 1 of 29, Block 1.8, of the Agreement by increasing the Price Limitation by \$37,189.98 from \$160,446.00 to \$ 197,635.98.
3. The Agreement is further amended as described in Table 1, below:

Table 1:

**CONTRACT 2006-113 –CENTRAL PHARMACY SOFTWARE DELIVERY**

Contract # 2006-113 Statement of Work	AMENDED TEXT
Statement of Work Section 2: Term of Contract	Delete the following language:  "The Contract will begin on the Effective Date and extend through June 30, 2016."  Add the following language:  "The Contract will begin on the Effective Date and extend through June 30, 2018."

Initial all pages  
Vendor Initials AS

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D

Contract# 2006-113 Exhibit A	AMENDED TEXT																																																							
Exhibit A: Contract Deliverables Section 2.1: Implementation	<p>Delete Reference Number 15 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2016</td></tr></table> <p>Add Reference Number 15 of Table:</p> <table><tr><th>Reference Number</th><th>Activity, Deliverable, or Milestone</th><th>Deliverable Type</th><th>Delivery Date</th></tr><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2018</td></tr></table>	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	15	Maintenance and Support Ends	Non-Software	6/30/2016	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date	15	Maintenance and Support Ends	Non-Software	6/30/2018																																							
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Contract # 2006-113 Exhibit B	AMENDED TEXT																																																							
Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price	<p>Delete the first sentence in the paragraph from:</p> <p>"This is a Firm Fixed Price contract totaling \$160,446.00 for the period between the Effective Date through June 30, 2016."</p> <p>Add the first sentence in the paragraph to:</p> <p>"This is a Firm Fixed Price contract totaling \$197,635.98 for the period between the Effective Date through June 30, 2018."</p>																																																							
Exhibit B: Price and Payment Schedule Section 1: Deliverable Payment Schedule, Paragraph 1.1: Firm Fixed Price	<p>Delete Table 1 and replace with the following:</p> <table><tr><th colspan="5">Table 1: Activity, Deliverable or Milestone Price and Payment Table</th></tr><tr><th>Reference Number</th><th>Activity, Deliverable or Milestone</th><th>Deliverable Type</th><th>Projected Delivery Date</th><th>Payment Amount</th></tr><tr><td colspan="5">IMPLEMENTATION</td></tr><tr><td>1</td><td>Data Conversion from Viking</td><td>Software</td><td>Nov 16, 2006</td><td>\$ 6,000.00</td></tr><tr><td>2</td><td>Inmate Demographic Download</td><td>Software</td><td>Nov 16, 2006</td><td>\$ 800.00</td></tr><tr><td>3</td><td>Conduct Project Kickoff Meeting and one Day Training</td><td>Non-Software</td><td>Dec 1, 2006</td><td>\$ 1,100.00</td></tr><tr><td>4</td><td>Site complete User Acceptance Testing</td><td>Non-Software</td><td>Dec 15, 2006</td><td>\$ 8,608.00</td></tr><tr><td>5</td><td>Conduct Training - (10 Days)</td><td>Non-Software</td><td>Dec 26, 2006 - Jan 9, 2007</td><td>\$ 11,000.00</td></tr><tr><td>6a</td><td>Project Holdback - 120 Days after Software Development and Deployment</td><td>Non-Software</td><td>Apr 26, 2007</td><td>\$ 4,712.00</td></tr><tr><td>6b</td><td>Final Payment</td><td>Non-Software</td><td>Apr 26, 2007</td><td>\$ 1,400.00</td></tr><tr><td colspan="4">SUB-TOTAL</td><td>\$ 33,620.00</td></tr></table>	Table 1: Activity, Deliverable or Milestone Price and Payment Table					Reference Number	Activity, Deliverable or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount	IMPLEMENTATION					1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000.00	2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800.00	3	Conduct Project Kickoff Meeting and one Day Training	Non-Software	Dec 1, 2006	\$ 1,100.00	4	Site complete User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608.00	5	Conduct Training - (10 Days)	Non-Software	Dec 26, 2006 - Jan 9, 2007	\$ 11,000.00	6a	Project Holdback - 120 Days after Software Development and Deployment	Non-Software	Apr 26, 2007	\$ 4,712.00	6b	Final Payment	Non-Software	Apr 26, 2007	\$ 1,400.00	SUB-TOTAL				\$ 33,620.00
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Initial all pages  
Vendor Initials

457

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D

SUPPORT AND MAINTENANCE				
7 FY 06 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by Jan 1, 2007 for FY07 Services thru June 30, 2007	\$ 1,580.00 \$ 2,280.00
8 FY 07 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2007 for FY08 Services thru June 30, 2008	\$ 2,860.00 \$ 2,280.00
9 FY 08 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2008 for FY09 Services thru June 30, 2009	\$ 2,980.00 \$ 2,394.00
10 FY 09 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2009 for FY10 Services thru June 30, 2010	\$ 3,106.00 \$ 2,512.00
11 FY 10 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2010 for FY11 Services thru June 30, 2011	\$ 3,238.00 \$ 2,636.00
12 FY 11 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2011 for FY12 Services thru Dec 30, 2011	\$ 1,638.00
13 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by Dec 31, 2011 for FY12 Services thru June 30, 2012	\$ 5,245.00
14 FY 12 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2012 for FY13 Services thru June 30, 2013	\$ 14,217.00 \$ 2,904.00
15 FY 13 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2013 for FY14 Services thru June 30, 2014	\$ 14,853.00 \$ 3,048.00
16 FY 14 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2014 for FY15 Services thru June 30, 2015	\$ 15,511.00 \$ 3,199.00
17 FY 15 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by June 30, 2015 for FY16 Services thru June 30, 2016	\$ 17,045.00
SUB-TOTAL				\$103,526.00

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D

ENHANCEMENTS				
22 FY 09 Payment	CIPS interface to new offender management system. Thirteen (13) hours at \$100.00 per hour.	Software	June 30, 2008	\$ 1,300.00
23 FY 11 Payment	Order Entry Workstation software licenses.	Software	Q1/Calendar 2011	\$ 8,000.00
24 FY 11 Payment	Profile Workstation software licenses.	Software	Q1/Calendar 2011	\$ 4,000.00
26 FY 17 Payments	CIPS Licensing/Support monthly fee for up to six (6) months (CIPS Remote Order Entry, CIPS Profile & Medispan for Order Entry)	Non-Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 3,899.98
27 FY 17 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance)	Non-Software	Pay by July 1, 2016 for FY17 Services thru June 30, 2017	\$ 5,245.00
28 FY 17 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	Non-Software	Monthly Fee for FY 17 Services (July 1, 2016 thru June 30, 2017)	\$ 3,600.00
29 FY 18 Payment	CIPS Licensing/Support (CIPS 9 Pharmacy Software Annual Maintenance, Medispan Database Subscription & Interface to Automated Maintenance)	Non-Software	Pay by July 1, 2017 for FY18 Services thru June 30, 2018	\$ 5,245.00
30 FY 18 Payments	Monthly Transaction Fee for CIPS/TechCare Bi-Directional Order Interface (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher).	Non-Software	Monthly Fee for FY 18 Services (July 1, 2017 thru June 30, 2018)	\$ 7,200.00
SUB-TOTAL				\$ 40,489.98
CHANGE ORDERS				
25 FY 16 Payment	Contingency Funds for Contract Change Orders	NA	June 30, 2016	\$ 10,000.00
31 FY 17 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
32 FY 18 As Required	Contingency Funds for Contract Change Orders	NA	As Required	\$ 5,000.00
SUB-TOTAL				\$ 20,000.00
Grand Total:				\$197,635.98

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Vendor Initials 4361

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D**

Exhibit B: Price and Payment Schedule  
Section I: Deliverable Payment Schedule, Paragraph I.1: Firm Fixed Price

Delete Table 2 and replace with the following:

Application Products			
Correctional Institution Pharmacy System (CIPS)	Version 9	5	\$ 14,720.00
Order Entry Workstation		20	\$ 8,000.00
Profile Workstation		20	\$ 4,000.00
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2017	1	\$ 2,465.15
CIPS 9 Pharmacy Software Maintenance (Annual Fee)	SFY 2018	1	\$ 2,465.15
Medispan Database Subscription (Annual Fee)	SFY 2017	1	\$ 2,612.12
Medispan Database Subscription (Annual Fee)	SFY 2018	1	\$ 2,612.12
Interface to Automated (Annual Fee)	SFY 2017	1	\$ 167.73
Interface to Automated (Annual Fee)	SFY 2018	1	\$ 167.73
Remote Licenses (Monthly Fee – Six (6) Months)			
• CIPS Remote Order Entry @ \$20.83/month/(6) months	SFY 2017	20	\$ 2,499.60
• CIPS Profile @ \$12.50/month/(6) months	SFY 2017	20	\$ 1,500.00
• Medispan for Order Entry @ \$16.67/month/(6) months	SFY 2017	19	\$ 1,900.38
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2017		\$ 3,600.00
EHR Transaction Fee (minimum monthly fee of \$300.00 applies/.03 transaction whichever is higher)	SFY 2018		\$ 7,200.00

The price for CIPS 9 Pharmacy Software Annual Maintenance/Support for SFY 2017 (July 1, 2016 – June 30, 2017) and SFY 2018 (July 1, 2017 – June 30, 2018) is \$5,245.00 per SFY for a two-year total of \$10,490.00 (does not include pricing for CIPS Remote, CIPS Profile and Medispan screening for providers).

Monthly fees for CIPS Order Entry, CIPS Profile and Medispan for Order Entry are valid through the end of SFY 2018 (July 1, 2017 – June 30, 2018), only up to six (6) months of licensing fees shall be allocated to SFY 17 and not-to-exceed \$5,899.98.

After the implementation of the Electronic Health Record System, the monthly licensing fees will be replaced by a per transaction cost with a minimum monthly fee.

Allocation of \$5,000.00 for SFY 17 (July 1, 2016 – June 30, 2017) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.

Allocation of \$5,000.00 for SFY 18 (July 1, 2017 – June 30, 2018) to accumulate over the term of the contract for change requests as required and shall cover any hardware upgrades, system modifications and/or other maintenance changes.

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D

Exhibit B: Price and Payment Schedule Section 2: Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$197,635.98 ("Total Contract Price").			
Contract# 2006-113 Exhibit E	AMENDED TEXT			
Exhibit E: Implementation Services Section 1: Implementation Strategy Paragraph 1.1: Key Components	Delete Reference Number 24 of Table:			
	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date
	24	Maintenance and Support Ends	Non-Software	6/30/2016
	Add Reference Number 15 of Table:			
	Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date
	24	Maintenance and Support Ends	Non-Software	6/30/2018

Table 2: AMENDMENT HISTORY

CONTRACT 2006-113 –CENTRAL PHARMACY SOFTWARE DELIVERY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	NET CONTRACT AMOUNT
2006-113	Original Contract	November 15, 2006, Item # 10A	December 30, 2011	\$61,124.00
2006-113 Amendment A	1 <sup>st</sup> Amendment	April 1, 2009, Item # 7	December 30, 2011	\$1,300.00
2006-113 Amendment B	2 <sup>nd</sup> Amendment	June 8, 2011, Item # 8	June 30, 2015	\$70,977.00
2006-113 Amendment C	3 <sup>rd</sup> Amendment	June 24, 2015, Item # 104	June 30, 2016	\$27,045.00
2006-113 Amendment D	4 <sup>th</sup> Amendment	Upon G&C Approval	June 30, 2018	\$37,189.98
	CONTRACT TOTAL			\$197,635.98

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT D

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 D. Springer, Jr.  
James D. Springer, Jr. President  
Kalos, Inc. d/b/a Kalos Software

Date: 3-21-16

Corporate Signature Notarized:

STATE OF KS

COUNTY OF SW

On this the 21 day of March, 2016, before me James D. Springer, Jr. the undersigned Officer of Kalos, Inc. d/b/a Kalos Software, personally appeared and acknowledged her/himself to be the President of Kalos, Inc. d/b/a Kalos Software, a corporation, and that she/he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as James D. Springer, Jr., President of Kalos, Inc. d/b/a Kalos Software.

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

Angela R. Brown

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)



Angela R. Brown

Notary Public  
State of Kansas

My Appt. Expires 10-1-2017

State of New Hampshire

Denis Goulet

Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 3/31/2016

State of New Hampshire

William L. Wrenn

William L. Wrenn, Commissioner  
State of New Hampshire  
NH Department of Corrections

Date: 3/29/16

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

James H. Geringer

Date: 4/11/16

Approved by the Governor and Executive Council

Deputy Secretary of State  
DEPUTY SECRETARY OF STATE

Date: MAY 04 2016

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Vendor Initial 74

DoIT Contract Amendment v3.0 (7/09)

Page 7 of 7

State of New Hampshire  
Department of State

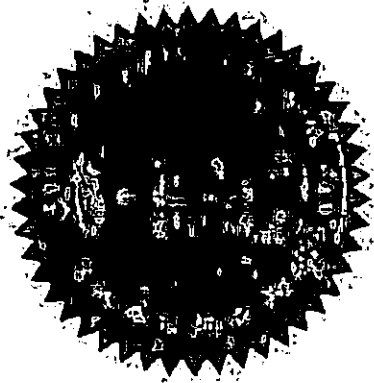
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Kalos, Inc. doing business in New Hampshire as Kalos Software, a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of March, A.D. 2016



William M. Gardner  
Secretary of State





**Corporation Division**

**Search**  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online  
Guidelines  
Name Availability  
Name Appeal Process

Date: 3/28/2016

**Filed Documents**  
(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Kalos Software	Legal
Kalos, Inc.	Home State

**Corporation - Foreign - Information**

Business ID:	564526
Status:	Good Standing
Entity Creation Date:	9/21/2006
State of Business:	KS
Principal Office Address:	3518 SE 21st Street Suite B Topeka 66607
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/9/2016 12:03:25 PM
Last Annual Report Filed:	2016

**Registered Agent**

Agent Name:	C T Corporation System
Office Address:	9 Capitol Street Concord NH 03301

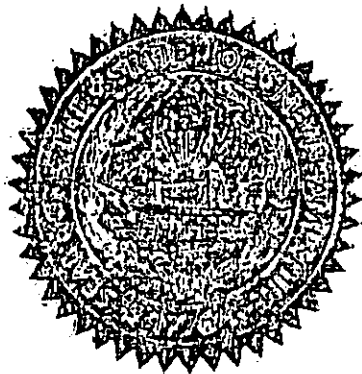
Mailing Address:

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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 Kalos, Inc. is a New Hampshire trade name registered on September 21, 2006 and that Kalos, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of March, A.D. 2016

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

William M. Gardner  
Secretary of State

**Corporation Division**

Search  
By Business Name  
By Business ID  
By Registered Agent  
Annual Report  
File Online  
Guidelines  
Name Availability  
Name Appeal Process

Date: 3/28/2016

**Filed Documents**  
(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
Kalos Software	Legal
Kalos, Inc.	Home State

**Trade Name - Domestic - Information**

Business ID:	564524
Status:	Active
Entity Creation Date:	9/21/2006
Principal Office Address:	3518 SE 21st Street Suite B Topeka 66607
Principal Mailing Address:	No Address
[Name Not Available]	[Address Not Available]

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



# CERTIFICATE OF LIABILITY INSURANCE

KALOINC-01

SSMITH

DATE (MM/DD/YYYY)

3/15/2016

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 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).

<b>PRODUCER</b> Brier Payne Meade Insurance, Inc. PO Box 8637 Topeka, KS 66605		<b>CONTACT NAME:</b> Stephanie Smith <b>PHONE (AG, No. Ext.):</b> (800) 606-6323 <b>FAX (AG, No.):</b> (785) 233-2679 <b>EMAIL:</b> bpm@bpminsurance.com <b>ADDRESS:</b> bpm@bpminsurance.com													
<b>INSURED</b> Kalos, Inc. d/b/a Kalos Software 3518 SE 21st Street Suite B Topeka, KS 66607		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> The Cincinnati Insurance Co.</td><td><b>NAIC #</b> 10677</td></tr><tr><td><b>INSURER B:</b> Cincinnati Indemnity Company</td><td>23280</td></tr><tr><td><b>INSURER C:</b> National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td><b>INSURER D:</b> Capitol Specialty Insurance Corporation</td><td>10328</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> The Cincinnati Insurance Co.	<b>NAIC #</b> 10677	<b>INSURER B:</b> Cincinnati Indemnity Company	23280	<b>INSURER C:</b> National Fire Insurance Co of Hartford	20478	<b>INSURER D:</b> Capitol Specialty Insurance Corporation	10328	<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> The Cincinnati Insurance Co.	<b>NAIC #</b> 10677														
<b>INSURER B:</b> Cincinnati Indemnity Company	23280														
<b>INSURER C:</b> National Fire Insurance Co of Hartford	20478														
<b>INSURER D:</b> Capitol Specialty Insurance Corporation	10328														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**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.

PLA LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPP0354964	10/03/2015	10/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		EBA0354964	10/03/2015	10/03/2016	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		EUP0104200	10/03/2014	10/03/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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 N/A	WVC4031023905	10/03/2015	10/03/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		SGC01511-06	09/10/2015	09/10/2016	Professional Liab \$ 5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
Department of Information Technology  
27 Hazen Drive  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



Denis Goulet  
Commissioner

JUN 11 11:5 AM '15  
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2564  
www.nh.gov/doit

G & C

Pending \_\_\_\_\_

Approved JUNE 24, 2015

Item # #104

June 10, 2015

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

REQUESTED ACTION

1. Authorize the Department of Information Technology on behalf of the Department of Corrections (DOC) to enter into a sole source contract amendment (Encumbrance #100842) with Kalos, Inc. (Vendor #170048), of Topeka, Kansas by increasing the contract amount by \$27,045.00 from \$133,401.00 to \$160,446.00 for ongoing support and maintenance services for the Pharmacy Software System.
2. Further authorize the Department to extend the expiration date of the contract from June 30, 2015 to June 30, 2016.

Funding is available in the following account: Agency Software Division, contingent upon the availability and continued appropriation of funds. 100% Other (Agency Class 27) funds; the Agency Class 027 used by the Department of Corrections to reimburse DoIT for this maintenance service is 100% General Funds.

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-OBJ (ACCOUNT) DESC	JOB #	AMOUNT
2016	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$27,045.00

EXPLANATION

The amendment is sole source because there is no other vendor able to maintain this proprietary software. The State does not have funding to replace this system at this time and to do so would be premature since the current system is operating well and meeting the Department's business needs.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council

June 10, 2015

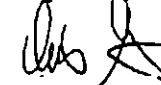
Page 2

This amendment is to provide ongoing software support and maintenance for the Kalos pharmacy software system called "CIPS" (Correctional Institution Pharmacy System), procured through a competitive RFP process in November of 2006. The New Hampshire Department of Corrections fills approximately 17,000 prescriptions monthly, servicing 1,700 inmates from a central pharmacy. The inmates are housed in four facilities across the state, including outpatient and inpatient services, as well as a psychiatric unit. Pharmacy software is used to fill prescriptions, keep a record/history of those prescriptions, track controlled substances, monitor costs, screen for drug interactions and allergies, and provide the records and histories as required by generally accepted pharmaceutical practices and accreditation agencies. The original contract was approved by Governor and Council on November 15, 2006, Item Number 10A, and subsequently amended on April 1, 2009, Item Number 7 and on June 8, 2011, Item Number 8.

It is critical that the State maintain a functional pharmacy management system supporting the prison system. The consequences of not maintaining this system could result in the violation of the Laaman Decree and the Holliday Decision, which demands the timely delivery of the appropriate medications. The Department of Corrections is required by law to provide correct medication to inmates in an appropriate timeframe. Failure to comply will result in wasted medications through expiration and untimely delivery. Examples of critical medications include illness involving heart and seizure conditions. The impact of missing these medications could lead to hospitalization and a reluctance of contracted licensed medical practitioners to work with DOC because of fear of malpractice.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,



Denis Goulet  
Commissioner

DG/ltn  
RID # 17233  
2006-113C



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](http://www.nh.gov/doit)

Denis Goulet  
Commissioner

June 8, 2015

William L. Wrenn  
Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St.  
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DOIT) has approved your request to have DOIT enter into a contract amendment, for the benefit of the Department of Corrections, with Kalos Inc., Topeka, Kansas, as described below and referenced as DOIT No. 2006-113C.

This is a request to enter into Contract Amendment B to provide ongoing support, maintenance, and enhancements for the Department of Corrections' Pharmacy Management System. The amendment extends the expiration of the contract from June 30, 2015 to June 30, 2016. The amount of the amendment is \$27,045.00, increasing the contract funding from \$133,401.00 to \$160,446.00.

A copy of this letter will accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/lm  
Amendment 2006-113C  
A&E RID #17233

cc: Leslie Mason, IT Manager, DOIT  
Linda Socha, IT Manager, DOIT

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT C

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-113, on November 15, 2006, Item #10A, and subsequently amended on April 1, 2009 Item #7 and on June 8, 2011 Item #8, (herein after referred to as the "Agreement"), Kalos, Inc. (hereinafter referred to as "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Corrections (hereinafter referred to as the "Agency"), certain sums as specified therein;

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

WHEREAS, the Agency wishes to continue the services, the Agency, Department, and Vendor seek to clarify the Agreement;

WHEREAS, the Agency and Department wish to extend the Contract completion date from June 30, 2015 to June 30, 2016;

WHEREAS, the Department wishes to increase the Contract price by \$27,045 to bring the total contract price from \$133,401.00 to \$160,446.00.

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. Amend Section 1.6 of the Statement of Work of the Agreement to reflect a new completion date of June 30, 2016.
2. Amend Section 1.8 of the Statement of Work of the Agreement by increasing the Price Limitation by \$27,045 from \$133,401.00 to \$160,446.00.
3. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

Table 1	
Statement of Work Section 1: Contract	Add the following section to Statement of Work Section 1: Contract  1.4 Kalos shall provide a perpetual License and Implementation Services for Correctional Institution Pharmacy System Software ("CIPS"), in addition to ongoing technical support and software maintenance Services. As requested by the State, Kalos shall provide Enhancement Services as defined in any Change Orders, including but not limited to, interfaces to the Department of Correction's Electronic Health Records System.
Statement of Work Section 2: Term of Contract	Delete the following language:  The Contract will begin on the Effective Date and extend through December 30, 2011. The Term may be extended for an additional period of one (1) year, at the sole option of the State, subject to the parties prior written agreement on applicable fees for the extended term.

Initial all pages  
Vendor Initials *[Signature]*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT C

	And replace with:  The Contract will begin on the Effective Date and extend through June 30, 2016.				
Statement of Work Section 11: Intellectual Property	Delete Section 11.6 Survival and replace with:  <b>11.6 State's Data And Property</b>  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, 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.  <b>11.7 Survival</b>  Section 11: <i>Intellectual Property</i> shall survive the termination of the Contract.				
Exhibit A Section 1: Deliverables, Milestones, & Activities	Delete the following:  <b>1. DELIVERABLES, MILESTONES, &amp; ACTIVITIES</b>  Kalos shall provide Correctional Institution Pharmacy System Software ("CIPS") and associated documentation which will meet and perform in accordance with the Specifications.  And replace with:  <b>1. DELIVERABLES, MILESTONES, &amp; ACTIVITIES</b>  Kalos shall provide a perpetual License and Implementation Services for Correctional Institution Pharmacy System Software ("CIPS"), in addition to ongoing technical support and software maintenance Services, which shall meet and perform in accordance with the Specifications. As requested by the State, Kalos shall provide enhancement services as defined in any Change Orders, including but not limited to, interfaces to the Department of Correction's Electronic Health Records System.				
Exhibit A Section 2.1 Implementation Schedule -	Remove Reference Number 15 of the table. Replace with: <table><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2015</td></tr></table>	15	Maintenance and Support Ends	Non-Software	6/30/2015
15	Maintenance and Support Ends	Non-Software	6/30/2015		
Exhibit B Section 1.1	Replace the first sentence in the paragraph with:  This is a Firm Fixed Price contract totaling \$160,446 for the period between the Effective Date through June 30, 2016.				

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
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Exhibit B  
Section Number 1.1  
Table 1

Delete Table 1 and replace with the following:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
IMPLEMENTATION				
1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000.00
2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800.00
3	Conduct Project Kickoff Meeting and One Day Training	Non-Software	Dec 1, 2006	\$ 1,100.00
4	State completes User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608.00
5	Conduct Training - (10 Days)	Non-Software	Dec 26, 2006 - Jan 9, 2007	\$11,000.00
6a	Project Holdback - 120 Days after Software Development and Deployment	Non-Software	Apr 26, 2007	\$ 4,712.00
6b	Final Payment	Non-Software	Apr 26, 2007	\$ 1,400.00
SUPPORT AND MAINTENANCE				
7 FY06 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jan 1, 2007 For FY07 Services thru June 30, 2007	\$ 1,580.00 \$ 2,280.00
8 FY07 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2007 For FY08 Services thru Jun 30, 2008	\$ 2,860.00 \$ 2,280.00
9 FY08 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2008 For FY09 Services thru Jun 30, 2009	\$ 2,980.00 \$ 2,394.00
10 FY09 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2009 For FY10 Services thru Jun 30, 2010	\$ 3,106.00 \$ 2,512.00
11 FY10 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2010 For FY11 Services thru Jun 30, 2011	\$ 3,238.00 \$ 2,636.00
12 FY11 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2011 For FY12 Services thru Dec 30, 2011	\$1638.00
13 FY12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Dec 31, 2011 For FY12 Services thru Jun 30, 2012	\$5245.00
14 FY12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2012 For FY13 Services thru Jun 30, 2013	\$ 14,217.00 \$ 2,904.00
15 FY13 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2013 For FY14 Services thru Jun 30, 2014	\$14,853.00 \$ 3,048.00
16 FY14 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2014 For FY15 Services thru Jun 30, 2015	\$15,511.00 \$ 3,199.00

Initial all pages  
Vendor Initials *AS*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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	17 FY15 Payment	Maintenance and Support Medispan and Warning Label	Non- Software	Pay by Jun 30, 2015 For FY16 Services thru Jun 30, 2016	\$17,045.00	
	<b>INTERIM PAYMENTS</b>					
	22 FY09 Payment	CIPS interface to new offender management system. Thirteen (13) hours at \$100 per hour.	Software	June 30, 2008	\$1300.00	
	23 FY11 Payment	Order Entry Workstation	Software	Q1/Calendar 2011	\$8,000.00	
	24 FY11 Payment	Profile Workstation	Software	Q1/Calendar 2011	\$4,000.00	
	25 As Required	Contingency funds for Contract Change Orders.	NA	As required	\$10,000.00	
	<b>Grand Total: (without provider drug interactions)</b>					<b>\$160,446.00</b>
Exhibit B Section 2 Total Contract Price	Replace first sentence with:  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 \$160,446 ("Total Contract Price").					
Exhibit E Section 1.1 Key Components A Reference Number 24	Replace Reference Number 24 with:					
	24	Maintenance and Support Ends	Non-Software	6/30/2016		
Exhibit S	Delete Exhibit S.					

Initial all pages  
Vendor Initials *[Signature]*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT C

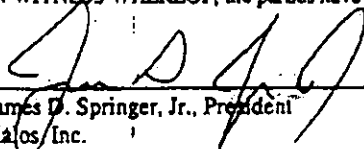
Table 2: Contract 2006-113  
CENTRAL PHARMACY SOFTWARE DELIVERY AMENDMENT HISTORY

2006-113	Original Contract	November 15, 2006 Item #10A	\$61,124.00
2006-113 Amendment A	First Amendment (A)	April 1, 2009 Item #7	\$1,300.00
2006-113 Amendment B	Second Amendment (B)	June 8, 2011 Item #8	\$70,977.00
2006-113 Amendment C	Third Amendment (C)	Upon G&C Approval	\$27,045.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

  
James D. Springer, Jr., President  
Kalos, Inc.


Date: 5-22-2015

Corporate Signature Notarized:  
STATE OF Kansas

COUNTY OF Shawnee


On this the 22 day of May, 2015, before me, Angela R. Brown  
the undersigned Officer Notary Public, personally appeared and acknowledged  
her/himself to be the James D. Springer of Kalos, Inc.  
a corporation, and that she/he, as such Pres. DONT being authorized to do so,  
executed the foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by her/himself as KALOS, INC.

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


  
Notary Public/Justice of the Peace

My Commission Expires:


(SEAL)

 **Angela R. Brown**  
Notary Public  
State of Kansas  
My Appt. Expires 6-1-2017

State of New Hampshire

  
Denis Goulet, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 6/4/2015

  
William L. Wrean, Commissioner  
State of New Hampshire  
Department of Corrections

Date: 6/4/2015

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

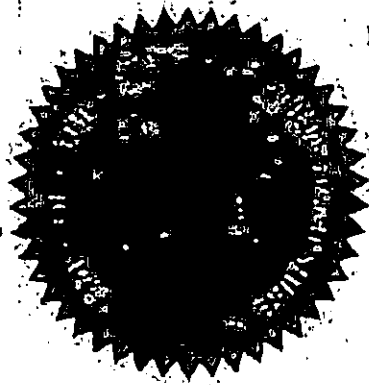
  
State of New Hampshire, Department of Justice

Date: 6/8/15

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 Kalos, Inc. doing business in New Hampshire as Kalos Software, a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28<sup>th</sup> day of May, A.D. 2015

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

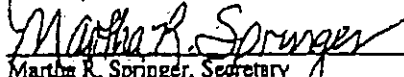
William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**  
**KALOS, INC. d/b/a KALOS SOFTWARE**

I, Martha R. Springer, do hereby represent and certify that:

- (1) I am Secretary of Kalos Software, a C corporation (the "Corporation").
- (2) I hereby certify that James D. Springer, Jr. is the President of Kalos, Inc. d/b/a Kalos Software and no other corporate resolution, shareholder vote, or other document or action is necessary to grant him authority to commit the Corporation to the obligations of this contract with the State of New Hampshire, Department of Corrections.
- (3) The signature of James D. Springer, Jr., President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation.  
June 3, 2015


  
Martha R. Springer, Secretary


STATE OF Kansas

COUNTY OF Shawnee

On this the 3<sup>rd</sup> day of June, 2015, before me, Martha R. Springer, personally appeared and acknowledged herself to be the Secretary of Kalos, Inc. d/b/a Kalos Software, a Kansas corporation, and that she, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public/Justice of the Peace  
My Commission Expires: 1-13-19

 Alexis Burchett  
Notary Public  
State of Kansas  
My App't. Expires 1/13/19



KALOINC-01 MFARRAR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2015

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  
Brier Payne Meade Insurance, Inc.  
PO Box 6637  
Topeka, KS 66605

CONTACT  
NAME: \_\_\_\_\_  
PHONE: \_\_\_\_\_ FAX: (785) 233-2679  
E-MAIL: meade@bpminsurance.com  
ADDRESS: \_\_\_\_\_

INSURED

Kalco, Inc.  
3518-B SE 21st Street  
Topeka, KS 66607

INSURER(S) AFFORDING COVERAGE  
INSURER A: The Cincinnati Insurance Co. 10677  
INSURER B: Cincinnati Indemnity Company 23280  
INSURER C: National Fire Insurance Co of Hartford 20478  
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.

LINE	TYPE OF INSURANCE	ADD. SUINS PROD. YTD	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"/> CLAMS-MADE <input checked="" type="checkbox"/> OCCUR		EBP0044529	10/03/2012	10/03/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: _____
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	OTHER: _____					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		EBA0097372	10/03/2014	10/03/2015	COMBINED SINGLE LIMIT (E & occurrence) \$ 500,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMS-MADE		EUP0104200	10/03/2014	10/03/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DED. RETENTIONS \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe union DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC4031023905	10/03/2014	10/03/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is named as additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

Department of Information Technology  
State of New Hampshire  
27 Hazen Drive  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CERTIFICATE OF AUTHORITY**  
**KALOS, INC. d/b/a KALOS SOFTWARE**

I, MARTHA SPRINGER, do hereby represent and certify that:  
(Name of Clerk/Secretary)

1. I am duly elected SECRETARY of Kalos, Inc. d/b/a Kalos Software, a Corporation (the "Corporation").  
(Clerk/Secretary)
2. I hereby certify that James D. Springer, Jr. is the President of Kalos, Inc. d/b/a Kalos Software and no other corporate resolution, shareholder vote, or other document or action is necessary to grant him authority to commit the Corporation to the obligations of this agreement with the State of New Hampshire, Department of Information Technology (DoIT) (hereinafter referred to as the "Department"), acting for the benefit of the NH Department of Corrections (NHDOC) (hereinafter referred to as the "Agency").
3. The signature of James D. Springer, Jr., President of this Corporation affixed to any agreement instrument or document shall bind the corporation to the terms and conditions of the Agreement instrument or document.
4. 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.

IN WITNESS WHEREOF, I have hereunto set my hand as SECRETARY of the Corporation on 21 day  
(Clerk/Secretary)  
of MARCH, 2016.

MARTHA R. SPRINGER  
(Signature of Clerk/Secretary)

STATE OF KS

COUNTY OF SW

On this the 21st day of MARCH, 2016, before me, MARTHA SPRINGER, personally appeared  
(Name of Clerk/Secretary)

and acknowledged himself/herself to be the SECRETARY of Kalos, Inc. d/b/a Kalos Software, a(n)  
(Clerk/Secretary)

Kansas corporation, and that he/she, as such being authorized to do so, executed the foregoing instrument.


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

Angela R. Brown

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

 **Angela R. Brown**  
Notary Public  
State of Kansas  
My Appt. Expires 12-31-2017



# CERTIFICATE OF LIABILITY INSURANCE

KALOINC-01

SSMITH

DATE (MM/DD/YYYY)  
3/15/2016

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 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 Brier Payne Meade Insurance, Inc. PO Box 5637 Topeka, KS 66605	CONTACT NAME: Stephanie Smith PHONE (800) 606-6323 FAX (785) 233-2679 EMAIL: bpm@bpminsurance.com ADDRESS: bpm@bpminsurance.com
INSURED Kalos, Inc. d/b/a Kalos Software 3518 SE 21st Street Suite B Topeka, KS 66607	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Co. NAIC # 10677 INSURER B: Cincinnati Indemnity Company 23280 INSURER C: National Fire Insurance Co of Hartford 20478 INSURER D: Capitol Specialty Insurance Corporation 10328 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.

INSURANCE TYPE	TYPE OF INSURANCE	ADDITIONAL INSURERS	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 <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		EPP0354964	10/03/2015	10/03/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS		EBA0354964	10/03/2015	10/03/2016	COMBINED SINGLE LIMIT (Per occurrence) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	EUP0104200	10/03/2014	10/03/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC4031023905	10/03/2015	10/03/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab		SGC01611-06	09/10/2015	09/10/2016	Professional Liab \$ 5,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire Department of Information Technology 27 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Stephanie D Smith</i>
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S. William Rogers  
Acting Commissioner

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

April 20, 2011

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

Pending G & C  
Approved JUNE 8, 2011  
Item # #8

REQUESTED ACTION

Authorize the Department of Information Technology on behalf of the Department of Corrections (DOC) to enter into a contract amendment (Contract #2006-113/P.O. # 190941) with Kalos, Inc. (Vendor #170048), Topeka, Kansas by increasing the contract amount by \$70,977.00, from \$62,424.00.00 to \$133,401.00 for ongoing support and maintenance services for the Pharmacy Software System. The original contract was approved by Governor and Council on 11/15/06, item number 10A. Further authorize the Department to extend the expiration date of the contract from December 30, 2011 to June 30 2015.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Corrections to reimburse DoIT for this maintenance service is 100% General Funds.

Funding is available in the following account Agency Software Division:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE- OBJ (ACCOUNT) DESC	JOB #	AMOUNT	TOTALS
2011	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$12,000.00	\$12,000.00
2012	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$22,366.00	\$22,366.00
2013	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$17,901.00	\$17,901.00
2014	01-03-03-030010-76460000- DoIT- IT for DOC 046-500465 - Consultants	03460009	\$18,710.00	\$18,710.00
			GRAND TOTAL	\$70,977.00

### EXPLANATION


This amendment is to provide ongoing software support and maintenance for the Kalos pharmacy software system, procured through a competitive RFP process in November of 2006. The New Hampshire Department of Corrections fills approximately 550 prescriptions daily, servicing 2,700 inmates from a central pharmacy. The inmates are housed in four facilities across the state, including outpatient and inpatient services, as well as a psychiatric unit. Pharmacy software is used to fill prescriptions, keep a record/history of those prescriptions, track controlled substances, monitor costs, screen for drug interactions and allergies, and provide the records and histories as required by generally accepted pharmaceutical practices and accreditation agencies.

The amendment is sole source because there is no other vendor able to maintain this proprietary software. The State does not have funding to replace this system at this time and to do so would be premature since the current system is operating well and meeting the Department's business needs.

It is critical that the State maintain a functional pharmacy management system supporting the prison system. The consequences of not maintaining this system could result in the violation of the Laaman Decree and the Holliday Decision, which demands the timely delivery of the appropriate medications. The Department of Corrections is required by law to provide correct medication to inmates in an appropriate timeframe. Failure to comply will result in wasted medications through expiration and untimely delivery. Examples of critical medications include illness involving heart and seizure conditions. The impact of missing these medications could lead to hospitalization and a reluctance of contracted licensed medical practitioners to work with DOC because of fear of malpractice.

The Department of Information Technology respectfully requests approval of this contract.

Respectfully submitted,

  
S. William Rogers  
Acting Commissioner

SWR/mtv  
RID # 10827  
2006-113B



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

S. William Rogers  
Acting Commissioner

March 29, 2011

William L. Wrenn  
Commissioner  
State of New Hampshire  
Department of Corrections  
105 Pleasant St  
Concord, NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DOIT) has approved your request to have DOIT enter into a contract amendment, for the benefit of the Department of Corrections, with Kalos Inc., Topeka, Kansas, as described below and referenced as DOIT No. 2006-113B. This project is a result of RFP# 2006-113B.

This is a request to enter into Contract Amendment B to provide ongoing support, maintenance, and enhancements for the Department of Corrections' Pharmacy Management System. The amendment extends the expiration of the contract from December 30, 2011 through June 30, 2015. The amount of the amendment is \$70,977.00, increasing the contract funding from \$62,424.00 to \$133,401.00.

This project is set forth in the Department of Corrections Strategic Information Technology Plan: 2005-2009 dated October 21, 2005, Project #58 titled Medical Component to CORIS.

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

Sincerely,



S. William Rogers

SWR/miv  
Amendment 2006-113B  
A&E RID #10827

cc: Leslie Mason, IT Manager, Bureau of Finance & Administration, DOIT  
Bob Jackson, IT Manager, Dept of Corrections for DOIT

DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-113, on November 15, 2006, Item #10A (herein after referred to as the "Agreement"), Kalos, Inc. (hereinafter referred to as "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Corrections (hereinafter referred to as the "Agency"), certain sums as specified therein;

WHEREAS, the Governor and Council on April 1, 2009 Item #7 increased the contract by \$1,300.00 from \$61,124.00 to \$62,424.00;

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

WHEREAS, the Agency wishes to continue the services, the Agency, Department, and Vendor seek to clarify the Agreement;

WHEREAS, the Agency and Department wish to extend the Contract completion date from December 31, 2011 to June 30, 2015;

WHEREAS, the Department wishes to increase the Contract price by \$70,977.00 to bring the total contract price to \$133,401.00.

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. Amend Section 1.1 State Agency Name, by replacing "Office of Information Technology" with "Department of Information Technology."
2. Amend Section 1.6 of the Statement of Work of the Agreement to reflect a new completion date of June 30, 2015.
3. Amend Section 1.8 of the Statement of Work of the Agreement by increasing the Price Limitation by \$70,977.00, from \$62,424.00.00 to \$133,401.00.
4. The Scope of Work of the Agreement is further amended as described in Table 1:

Table 1

Contract# 2006-113 Section Number	AMENDED TEXT
Contract Statement of Work and all Exhibits	Delete all references to "Office of Information Technology; And replace with "Department of Information Technology."
Statement of Work Section 2: Term of Contract	Delete the following language:  The Contract will begin on the Effective Date and extend through December 30, 2011. The Term may be extended for an additional period of one (1) year, at the sole option of the State, subject to the parties prior written agreement on applicable fees for the extended term.

Initial all pages  
Vendor Initials

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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	<p>And replace with:</p> <p>The Contract will begin on the Effective Date and extend through June 30, 2015.</p>				
Statement of Work Section 13.1: Insurance	<p>Delete Section 13.1 <i>Insurance</i> and replace with:</p> <p>13.1 Insurance</p> <p>13.1.1 KALOS Insurance Requirement</p> <p>KALOS shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:</p> <ul style="list-style-type: none"><li>a. 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 \$1,000,000 per incident; and</li><li>b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.</li></ul>				
Exhibit A Section 2.1 Implementation Schedule –	<p>Remove Reference Number-15 of the table. Replace with:</p> <table border="1"><tr><td>15</td><td>Maintenance and Support Ends</td><td>Non-Software</td><td>6/30/2015</td></tr></table>	15	Maintenance and Support Ends	Non-Software	6/30/2015
15	Maintenance and Support Ends	Non-Software	6/30/2015		
Exhibit B Section 1.1	<p>Replace the first sentence in the paragraph with:</p> <p>This is a Firm Fixed Price contract totaling \$133,401.00 for the period between the Effective Date through June 30, 2015.</p>				
Exhibit B Section Number 1.1 Table 1	<p>Remove Table 1. Replace with the following table:</p>				

DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
CONTRACT DOC 2006-113  
CONTRACT AMENDMENT B

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
<b>IMPLEMENTATION</b>				
1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000.00
2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800.00
3	Conduct Project Kickoff Meeting and One Day Training	Non-Software	Dec 1, 2006	\$ 1,100.00
4	State completes User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608.00
5	Conduct Training - (10 Days)	Non-Software	Dec 26, 2006 - Jan 9, 2007	\$11,000.00
6a	Project Holdback - 120 Days after Software Development and Deployment	Non-Software	Apr 26, 2007	\$4,712.00
6b	Final Payment	Non-Software	Apr 26, 2007	\$ 1,400.00
			Sub-Total	\$33,620.00
<b>SUPPORT AND MAINTENANCE</b>				
7 FY06 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jan 1, 2007 For FY07 Services thru June 30, 2007	\$1,580.00 \$ 2,280.00
8 FY07 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2007 For FY08 Services thru Jun 30, 2008	\$ 2,860.00 \$ 2,280.00
9 FY08 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2008 For FY09 Services thru Jun 30, 2009	\$ 2,980.00 \$ 2,394.00
10 FY09 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2009 For FY10 Services thru Jun 30, 2010	\$ 3,106.00 \$ 2,512.00
11 FY10 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2010 For FY 11 Services thru Jun 30, 2011	\$ 3,238.00 \$ 2,636.00
12 FY11 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2011 For FY12 Services thru Dec 30, 2011	\$1638.00
13 FY12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Dec 31, 2011 For FY12 Services thru Jun 30, 2012	\$5245.00
14 FY12 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2012 For FY13 Services thru Jun 30, 2013	\$14,217.00 \$ 2,904.00
15 FY13 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2013 For FY14 Services thru Jun 30, 2014	\$14,853.00 \$ 3,048.00
16 FY14 Payment	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jun 30, 2014 For FY15 Services thru Jun 30, 2015	\$15,511.00 \$ 3,199.00
			Sub-Total	\$86,481.00

Initial all pages  
Vendor Initials 951



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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	<b>ENHANCEMENTS</b>																							
	17 FY09 Payment	CIPS interface to new offender management system. Thirteen (13) hours at \$100 per hour.	Software	June 30, 2008	\$1300.00																			
	18 FY11 Payment	Order Entry Workstation software licenses	Software	Q1/Calendar 2011	\$8,000.00																			
	19 FY11 Payment	Profile Workstation software licenses	Software	Q1/Calendar 2011	\$4,000.00																			
				<b>Sub-Total</b>	<b>\$13,300.00</b>																			
<b>Grand Total: (without provider drug interactions)</b>					<b>\$133,401.00</b>																			
Exhibit B Section 1.1 Table 2	Replace Application Products in Table 2 with the following:																							
	<table border="1"><thead><tr><th>Application Products</th><th>Version</th><th>Quantity</th><th>Amount</th></tr></thead><tbody><tr><td>Correctional Institution Pharmacy System (CIPS)</td><td>Version 9</td><td>5</td><td>\$14,720.00</td></tr><tr><td>Order Entry Workstation</td><td></td><td>20</td><td>\$8000.00</td></tr><tr><td>Profile Workstation</td><td></td><td>20</td><td>\$4000.00</td></tr><tr><td colspan="3"><b>Grand Sub Total</b></td><td><b>\$26,720.00</b></td></tr></tbody></table>				Application Products	Version	Quantity	Amount	Correctional Institution Pharmacy System (CIPS)	Version 9	5	\$14,720.00	Order Entry Workstation		20	\$8000.00	Profile Workstation		20	\$4000.00	<b>Grand Sub Total</b>			<b>\$26,720.00</b>
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Exhibit B Section 2 Total Contract Price	Replace first sentence with:  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 \$ \$133,401.00 ("Total Contract Price").																							
Exhibit B Section 3 Invoicing	Delete the following language:  State of New Hampshire Office of Information Technology 49 Donovan Street Concord, NH 03301  And replace with:  State of New Hampshire Department of Information Technology c/o Accounts Payable 27 Hazen Drive Concord, NH 03301																							
Exhibit E Section 1.1 Key Components A Reference Number 24	Replace Reference Number 24 with:																							
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DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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Initial all pages  
Vendor Initials

*[Handwritten Signature]*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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Table 2: Contract 2006-113

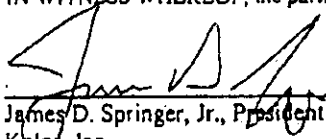
CENTRAL PHARMACY SOFTWARE DELIVERY AMENDMENT HISTORY

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	NET CONTRACT AMENDMENT AMOUNT
2006-113	Original Contract	November 15, 2006 Item #10A	\$61,124.00
2006-113 Amendment A	First Amendment (A)	April 1, 2009 Item # 7	\$1,300.00
2006-113 Amendment B	Second Amendment (B)	Upon G&C Approval	\$70,977.00
	CONTRACT TOTAL		\$133,401.00

DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

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

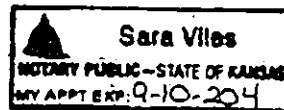
  
James D. Springer, Jr., President  
Khlos, Inc.

Date: 3-21-2011

Corporate Signature Notarized:

STATE OF Kansas

COUNTY OF Shawnee



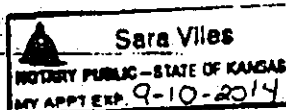
On this the 21 day of March, 2011, before me, Sara Viles,  
the undersigned Officer JAMES SPRINGER JR, personally appeared and acknowledged  
her/himself to be the PRESIDENT of KALOS, INC,  
a corporation, and that she/he, as such being authorized to do so,  
executed the foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by her/himself as JAMES SPRINGER OF KALOS

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

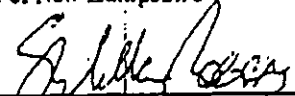
  
Notary Public/Justice of the Peace

My Commission Expires:

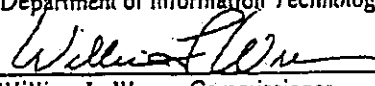
(SEAL)



State of New Hampshire

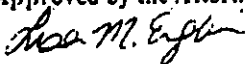
  
S. William Rogers, Acting Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 3/30/11

  
William L. Wrenn, Commissioner  
State of New Hampshire  
Department of Corrections

Date: 3/28/11

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

  
Lisa M. English  
State of New Hampshire, Department of Justice

Date: 4/15/2011

Initial all pages  
Vendor Initial JSJ

## Certificate of Authority/Vote

I, James D. Springer Jr., hereby certify that I am the Sole Officer of the company known as Kalos, Inc. d/b/a Kalos Software, a Kansas Corporation.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Kalos, Inc. d/b/a Kalos Software and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Name and Title: James D Springer Jr., President  
(Name & Title of one who signed contract)

Signature: \_\_\_\_\_

(Signature of who signed contract)

Date: 03-21-2011

STATE OF Kansas, County of Shawnee on this 21<sup>st</sup> day of March, 2011.  
(day) (month) (yr)

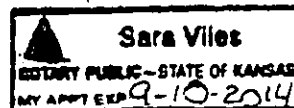
Before me SARA VILES, the undersigned Officer, personally  
(Name of Notary Public/Justice of the Peace)

Appeared James D Springer, Jr., known to me (or satisfactorily proven) to be the  
(Name of one who signed contract)

Person whose name is subscribed to the within instrument and acknowledge that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Sara Viles  
(Signature of Notary Public/ Justice of the Peace)

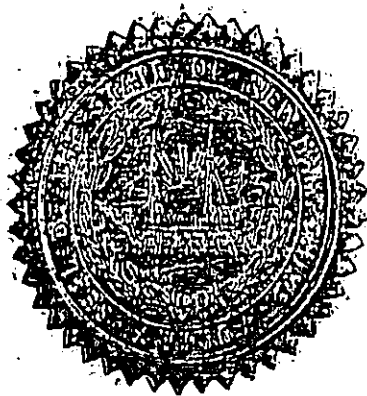


Commission Expires: 9-10-2014

*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 Kalos, Inc. doing business in New Hampshire as Kalos Software, a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24<sup>th</sup> day of May, A.D. 2011

*William M. Gardner*

William M. Gardner  
Secretary of State

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/28/2010

PRODUCER (785)233-1717 FAX-(785)233-2679  
Brier Payne Meade Insurance, Inc.  
5835 S. W. 29th St., Ste. 101  
P. O. Box 5637  
Topeka, KS 66605-0637  
INSURED Kalos, Inc.  
3518 B SE 21st Street  
Topeka, KS 66607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance	10677
INSURER B: Cincinnati Casualty	28665
INSURER C: Cincinnati Intermediaries, Inc	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDN TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	EBPD044529*	10/03/2009	10/03/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (EA EQUIPMENT) MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> MIXED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAA5868618	10/03/2009	10/03/2010	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ ADD \$
A	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CCC1151061*	10/03/2007	10/03/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DEDUCTIBLE RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, list in the SPECIAL PROVISIONS below	WC2114063	10/03/2009	10/03/2010	<input checked="" type="checkbox"/> MC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Professional	SG02235001	09/10/2009	09/10/2010	\$1,000,000 each claim \$2,000,000 aggregate \$10,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Named Insured: Kalos, Inc. D/B/A Kalos Software 3518 SE 21st Street Suite B Topeka, KS 66607

## CERTIFICATE HOLDER

Department of Information Technology  
State of New Hampshire  
Attn: Robert Jackson, DOC IT Leader  
27 Hazen Drive  
Concord, NH 03301

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Marla Farrar/MARLA

*Marla J. Farrar*



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
<http://www.nh.gov/doit/internet/>

Richard C. Bailey, Jr.  
Chief Information Officer

February 19, 2009

G & C

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

Pending

Approved APR 1, 2009

Item # # 7

**REQUESTED ACTION**

1. Authorize the Department of Information Technology (DoIT), on behalf of the Department of Corrections, to enter into a contract amendment (Contract #2006-113) with Kalos, Inc. (Vendor # 130028), Topeka, Kansas by increasing the contract amount by \$1,300.00 from \$61,124.00 to \$62,424.00 for an increased level of software services for the Pharmacy Software System. The amendment will be effective upon Governor and Council approval, through December 30, 2011.

2. Further authorize the Department of Information Technology (DoIT), on behalf of the Department Corrections, to pay from State Fiscal Year (SFY) 2009 appropriations, \$1,300.00 for software programming charges incurred in June 2008, which should have been paid from SFY 2008 funds.

100% Other (Agency Class 27) funds: the Agency Class 027 used by the Department of Corrections to reimburse DoIT for this maintenance service is 100% General Funds.

Funding is available in the following account Agency Software Division:

Fiscal Year	Account	Job #	Budget Line	Current Amount	Change	New Amount
FY07	010-003-1660-0300-046-0465-7130400	03460009	5577	\$ 42,620		\$ 42,620
FY08	010-003-1660-0300-046-0465-7130400	03460009		\$ 5,374		\$ 5,374
FY09	010-003-1660-0300-046-0465-7130400	03460009	20516	\$ 5,618	\$1,300	\$ 6,918
FY10	010-003-1660-0300-046-0465-7130400	03460009	902	\$ 5,874		\$ 5,874
FY11	010-003-1660-0300-046-0465-7130400	03460009	902	\$ 1,638		\$ 1,638
			Total	\$61,124	\$1,300	\$62,424



His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
February 19, 2009  
Page 2

#### EXPLANATION

This amendment is to provide funding for the required unanticipated software changes required for the Kalos pharmacy software system. During the June 2008 computer conversion from the Automated Prison System (APS) to the Corrections Information Management System (CORIS), it was discovered that inmate demographic data, required by the Kalos pharmaceutical software system, could not be obtained electronically from the CORIS software system unless the Kalos system was modified.


The vendor (Kalos) completed the work which was identified as critical. An error occurred in authorizing the work to Kalos. Due to the oversight, the billing invoice was not expected. Additionally, the invoice did not follow the established payment authorization procedure. The invoice was received after the start of FY 2009, preventing the State from utilizing FY 2008 funds. The error has been addressed and will not be repeated.

The consequences of not completing this work could have resulted in the violation of the Laaman Decree and the Holliday Decision which demand the timely delivery of the appropriate medications. The Department of Corrections is required by law to provide correct medication to inmates in an appropriate timeframe. Failure to comply will result in wasted medications through expiration and untimely delivery. Examples of critical medications include illness involving heart and seizure conditions. The impact of missing these medications could lead to hospitalization and a reluctance of contracted licensed medical practitioners to work with DOC because of fear of malpractice.

The original contract was approved by Governor and Council on November 15, 2006, item 10A.

The Department of Information Technology has reviewed and approved the request for this contract amendment and we respectfully request your approval.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer

RCB/mee  
RID # 8290  
2006-113 A

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
DOC 2006-113  
CONTRACT AMENDMENT A

7	State sends copy of current data for final conversion	Software	12/18/2006
8	All Operating System Software and Converted Data Loaded into Production Environment	Software	12/20/2006
9	Cutover to New Software	Software	12/26/2006
10	Conduct 10 Training Days	Non-Software	12/26/2006-1/9/2007
11	Warranty Period Begins	Software	12/26/2006
12	Weekly Project Status Reports	Written	On-going
13	Warranty Period Ends	Software	4/26/2007
14	Conduct Project Exit Meeting	Non-Software	Upon complete system documentation. Latest expected date: 6/1/2007
15	Kalos specified data changes in load file required by Kalos software Correctional Institution Pharmacy System (CIPS) from the Corrections Information Management System (CORS)	Software	05/01/2008
16	State delivered load file with data changes	Software	05/23/2008
17	Kalos verifies/accepts new load file	Software	05/25/2008
18	Kalos modified table internal to CIPS to accept data changes	Software	06/02/2008
19	State places load file into production	Software	05/30/2008
20	Maintenance and Support ends	Non-Software	12/31/2011

Exhibit B of the Agreement is :

1. Section 1.1: *Firm Fixed Price* hereby amended to now read as follows:

This is a Firm Fixed Price Contract totaling \$62,424.00 for the period between the Effective Date through December 30, 2011. KALOS shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow KALOS to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the Price and Payment Tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table				
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Data Conversion from Viking	Software	Nov 16, 2006	\$ 6,000
2	Inmate Demographic Download	Software	Nov 16, 2006	\$ 800
3	Conduct Project Kickoff Meeting and One Day Training	Non-Software	Dec 1, 2006	\$ 1,100

Initial all pages  
Vendor Initials *AA*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY

DOC 2006-113

CONTRACT AMENDMENT A

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
4	State completes User Acceptance Testing	Non-Software	Dec 15, 2006	\$ 8,608
5	Conduct Training - (10 Days)	Non-Software	Dec 26, 2006- Jan 9, 2007	\$11,000
6a	Project Holdback -120 Days after Software Development Deployment	Non-Software	Apr 26, 2007	\$ 4,712
6b	Final Payment	Non-Software	December 30, 2011	\$ 1,400
7	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by Jan 1, 2007 for Services thru June 30, 2007	\$ 1,580 \$ 2,280
8	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2007 For June 30, 2008	\$ 2,860 \$ 2,280
9	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2008 For June 30, 2009	\$ 2,980 \$ 2,394
10	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2009 For June 30, 2010	\$ 3,106 \$ 2,512
			Pay by June 30, 2010	\$ 3,238 \$ 2,636
11	Maintenance and Support Medispan and Warning Label	Non-Software	For June 30, 2011	
12	Maintenance and Support Medispan and Warning Label	Non-Software	Pay by June 30, 2011 For December 30, 2011	\$ 1,638
13	CIPS interface to new offender management system. Thirteen (13) hours at \$100 per hour	Software	June 30, 2008	\$ 1,300
	Total			\$62,424

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$62,424.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to KALOS for all fees and expenses, of whatever nature, incurred by KALOS in the performance hereof.

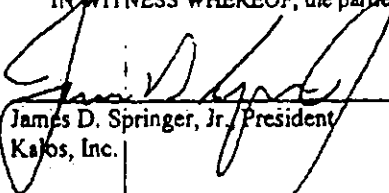
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
DOC 2006-113  
CONTRACT AMENDMENT A

Table 1: Contract 2006-113 - Central Pharmacy Software Delivery, Contract Amendment Descriptions

CONTRACT AND AMENDMENT	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-113	Original Contract	November 15, 2006	\$61,124.00
Amendment # 2006-113 A	First Amendment (A)	Upon Governor and Council	\$62,424.00

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 D. Springer, Jr., President  
Kalos, Inc.

Date: 2-6-09

Corporate Signature Notarized:

STATE OF Kansas

COUNTY OF Shawnee

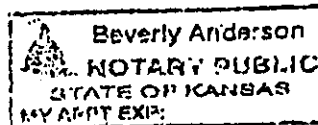
On this the 6<sup>th</sup> day of February, 2009, before me,  
James D. Springer, the undersigned Officer of Kalos, Inc.  
personally appeared and acknowledged her/himself to be the President  
of Kalos, Inc., a corporation, and that she/he as such  
President being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
President

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

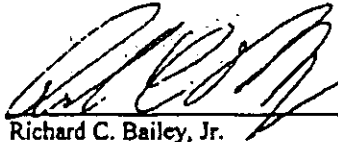
  
Notary Public/Justice of the Peace

My Commission Expires: 11-23-10

(SEAL)



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY SOFTWARE DELIVERY  
DOC 2006-113  
CONTRACT AMENDMENT A



Richard C. Bailey, Jr.  
State of New Hampshire  
Department of Information Technology

Date: \_\_\_\_\_

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



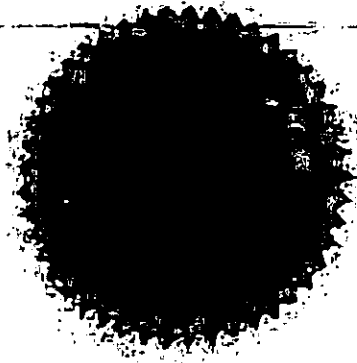
State of New Hampshire, Department of Justice

Date: 3/17/09

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 Kalos, Inc. d/b/a in N.H. as Kalos Software., a(n) Kansas corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2006. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of February, A.D. 2009

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

William M. Gardner  
Secretary of State

**CERTIFICATE**  
(Corporation Without Seal)

I, Martha Springer, do hereby represent and certify that:

(1) I am Secretary of Kalos, Inc.  
a(n) Kansas Corporation (the Corporation).

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

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

(4) The following statements are true and accurate based on the resolutions adopted by the Board of

Directors of the Corporation at a meeting of the said Board of Directors held on February 5, 2009, which meeting was duly held in accordance with Kansas law and the by-laws of the Corporation.

(5) The signature of James D Springer, Jr. President of this Corporation affixed to any contract instrument or document shall bind the corporation to the terms and conditions of the contract instrument or document.

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

(7) This corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation.

Dated: 2-06-09  
(Current Date)

Martha R. Springer (Secretary)  
(Certifier Signature and Title)

STATE OF Kansas

COUNTY OF Shawnee

Feb. 6. 2009-10:07AM Brier Payne Meade Ins. No. 1226 P. 1/2

## ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (785)233-1717 FAX (785)233-2678  
 Brier Payne Meade Insurance, Inc.  
 5835 S. W. 29th St., Ste. 101  
 P. O. Box 5637  
 Topeka, KS 66605-0637

INSURED Katos, Inc.  
 3518 B SE 21st Street  
 Topeka, KS 66607

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Cincinnati Insurance	10677
INSURER B Cincinnati Indemnity	23280
INSURER C Philadelphia Insurance Co.	
INSURER D	
INSURER E	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INTEREST	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR SOLE AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BOP16350470	10/03/2006	10/03/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NONOWNED AUTOS	CAAS868618	10/03/2008	10/03/2009	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ ADD \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	CCC1151061*	10/03/2007	10/03/2010	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC184024805	10/03/2008	10/03/2009	<input checked="" type="checkbox"/> WC STAT <input type="checkbox"/> TORT LIMITS <input type="checkbox"/> BOTH E&L EACH ACCIDENT \$ 100,000 E&L DISEASE - EA EMPLOYEE \$ 100,000 E&L DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Professional	PHS0353281	09/10/2008	09/10/2009	\$1,000,000 each claims \$2,000,000 aggregate Deductible \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS:

CERTIFICATE HOLDER	CANCELLATION
Department of Information Technology State of New Hampshire Attn: Robert Jackson, DOC IT Leader 47 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Marla Farrar/MARLA

*Marla J. Farrar*





STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-4208 1-800-852-3345 x4208  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

NOV 15 2006

Richard C. Bailey, Jr.  
Chief Information Officer

November 2, 2006

His Excellency, Governor John Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

Requested Action

Authorize the Office of Information Technology to enter into a contract with Kalos Inc., (VC# 130028), of Topeka, KS, in the amount of \$61,124.00 for a pharmacy system with ongoing maintenance for the Department of Corrections from November 15, 2006 through December 30, 2011. 100% Other Funds.

Funds are available in account, Agency Software Division, for SFY 2007 and are anticipated to be available in SFY 2008 through SFY 2011 upon the availability and continued appropriation of funds in the future operating budgets. Authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, is requested.

010-003-1660-046-0465 Consultants  
Job Code: 03460009, BLN 5577

FY 2007 FY 2008 FY 2009 FY 2010 FY 2011

\$42,620 \$5,374 \$5,618 \$5,874 \$1,638

Explanation

The New Hampshire Department of Corrections fills approximately 422 prescriptions daily, servicing 2,500 inmates from a central pharmacy. The inmates are housed in four facilities across the state, including outpatient and inpatient services, as well as a psychiatric unit. The pharmacy distribution system consists of a combination of keep-on-person, bubble packed (meds that are officer stored and/or self administered), and nurse administered medications.

Pharmacy software is used to fill prescriptions, keep a record/history of those prescriptions, track controlled substances, monitor costs, screen for drug interactions and allergies, and provide the records and histories as required by accreditation agencies. Without computer applications, a pharmacy cannot efficiently function within legal and safety parameters. Different types of pharmacies (retail, hospital, nursing home and prison) have different legal and facility-specific software requirements. Accordingly, a prison pharmacy has its own unique set of requirements.

Governor and Council  
Richard C. Bailey, Jr.  
November 2, 2006  
Page 2

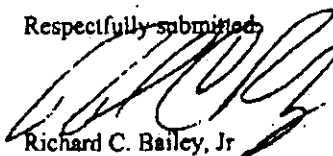
The Department of Corrections Men's Pharmacy purchased ScriptMaster, a pharmaceutical software, which was developed in 1983, from Viking Computer Services, St. Louis, MO. Subsequently, Viking became a wholly owned subsidiary of D&K Healthcare Resources Inc., Broomfield, Colorado. In July 2005, D&K signed a definitive agreement to be acquired by McKesson Corporation, Livonia, MI. D&K is now a part of McKesson's U.S. Pharmaceutical business. McKesson has provided DOC with maintenance on the ScriptMaster system. McKesson will no longer provide maintenance after December 31, 2006. Without application support, the State pharmacist will not have access to an accurate drug database from which to process prescriptions.

In December 2006, the pharmacy staff reviewed the Internet and the "Computertalk for the Pharmacist" annual buyers' guide. This guide provides pharmacists with information on computer systems and other products for health care markets. This search resulted in the state contacting forty-two (42) potential software providers. Twenty-four (24) companies responded to our inquiry regarding the procurement of a pharmacy system. Eleven (11) respondents were pharmacy software vendors. Of the eleven (11), the state reviewed nine (9) systems via the computer or via teleconference and two (2) vendors provided onsite presentations. Of the eleven potential vendors, four (4) applications utilized Microsoft SQL, which is the current platform, utilized at the DOC prison environment; and nine (9) vendors had their application running in either a prison or nursing home/long-term care environment.

In June 2006, RFP 2006-113 NH Men's Pharmacy System was released. An email with the RFP's URL was sent to the eleven (11) pharmacy software vendors. The State Pharmacist telephoned and e-mailed each company seeking proposals. The RFP was posted on the Purchase and Property's web site and advertised in the newspaper. One company attended the vendor conference for an explanation of the RFP. Kalos Inc. was the only company that submitted a proposal. Based upon an objective evaluation team, it was determined that Kalos offers a software solution per the RFP specifications.

Source of Funds: 100% Other Funds. Other Funds have been specifically provided for this project and will be returned if not used for this purpose. In the event that Other Funds become no longer available, General Funds will not requested to support this agreement.

Respectfully submitted,



Richard C. Bailey, Jr.

RB/mcc

CC: Robert Jackson, IT Manager at DOC  
Judith LaForest, NH Pharmacist  
Leslie Mason, IT Manager



Richard C. Bailey, Jr.  
Chief Information Officer

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
Office of the Governor  
27 North St., Concord, NH 03301  
603-271-6888 1-800-852-6989 ext. 6888  
Fax: 603-271-1595 TDD Access: 1-800-236-3636

September 27, 2006

Director Peter O'Brien  
State of New Hampshire  
Office of Information Technology  
33 State Drive  
Concord, NH 03305-0022

Dear Director O'Brien:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your agency's request to better late a \$1,124,997 contract additive upon Governor and Council approval to expire December 30, 2011 with Edin Sam, (VCD To Be Determined), 5118 SE 21<sup>st</sup> Street, Suite B, Tualata, OR 97146, as described below and referenced as OIT No. 2006-112.

To meet late a contract to provide a networked off the shelf (COTS) software package that will be used to manage prescriptions, keep a record/history of those prescriptions, track controlled substances, monitor doses, screen for drug interactions and allergies, and provide the records and histories as required by notification agencies and the court system. This project is set forth in the Department of Corrections Strategic Information Technology Plan: 2005-2009 dated October 16, 2005, Project # 54 titled Medical Component to CORIS.

A copy of this letter must accompany the submission to Governor and Council for approval.

Respectfully,  
Richard C. Bailey, Jr.

cc: Mr.

cc: Leslie Rhoads, Contract Manager, OIT Logistics  
Robert Johnson, IT Manager

600  
Pending  
NOV 15, 2006  
# 10 A

G&C  
 Pending  
 Approved NOV 15, 2006  
 Item # 10A

State of New Hampshire  
 Office of Information Technology  
 Central Pharmacy Software Delivery  
 DOC 886-113  
 Contract Document

CONTRACT AGREEMENT

The State of New Hampshire and its AGENTS hereby certify as follows:

1.1 State Agency Name Office of Information Technology	1.2 State Agency Address 25 State Street Concord, NH 03301
1.3 Contract Item Sales, Inc.	1.4 Contract Address 5100 SE 217 Street, Suite 9 Tampa, FL 33607
1.5 Address No.	1.6 Contract Date September 20, 2005
1.7 Contracting Officer for State Agency Edward C. Bailey, Jr.	1.8 State Agency Telephone Number 603-271-4171
1.9 Contracting Officer Signature	1.10 State & Fed Contracting Officer James R. Spillane, Jr. President
1.11 Acknowledgment of Terms of Contract	
1.12 Signature of Primary Holder of Interest of the State Sally Griggs	
1.13 State & Fed of Interest or Interest of the State Sally Griggs	
1.14 State Agency Signature Edward C. Bailey, Jr. Chief Operating Officer	
1.15 Approved by Department of Information Systems of Computerized Information Systems	
1.16 Approved by Attorney General of the State Sally Griggs	
1.17 Approved by Attorney General of the State Sally Griggs	

DOC 886-113 Contract  
 Initial All Pages  
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11/1/2006

State of New Hampshire  
 Office of Information Technology  
 Central Pharmacy Software Delivery  
 DOC 886-113  
 Schedule of Work  
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11/1/2006



**Statement of Work**

**THE**

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Statement of \_\_\_\_\_

570

Initial All Pages: *ASB*



State of New Hampshire  
State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
2006-113

Statement of Work

Subcontractor	A person, partnership, or company subcontracted by KALOS to perform under the Contract.
Subject Matter Expert	Person possessing skilled and knowledgeable in a specific area, e.g., pharmacists.
System	Software, hardware, materials and equipment integrated and implemented together to accomplish a task or function.
ISO	By its incorporation.
Technical Assistance	Assistance to KALOS which may be in the form of, but not limited to, (1) consistent with the Statement of Work, (2) consistent with the Statement of Work, (3) consistent with the Statement of Work, and (4) consistent with the Statement of Work.
Test Plan	Series of tests with explicit and expected results designed to verify that the system performs according to specifications.
Training Plan	Plan describing the steps to train State employees in the use of the system.
Total Contract Price	Maximum amount of charges KALOS can receive for the work for payment for this fixed price contract.
UAT	User Acceptance Test.
User Acceptance Test Plan	The Acceptance Test Plan provided by KALOS, and agreed to by the State, prior to the State payment for the system before system completion, that describes all the elements, the specific acceptance process, criteria, and schedule for the delivery.
Warranty Period	The period following acceptance during which KALOS shall provide Warranty and Warranty Services.
Warranty Period	The period following acceptance during which KALOS shall provide Warranty and Warranty Services.
Warranty Services	Services that shall be provided in the State as a remedy for defects discovered during the Warranty Period.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Work Plan Deliverables	Any written, software, or hardware deliverables (plans, reports, manuals, books, etc.) provided by KALOS to the State under the terms of the Contract.
Written Deliverables	Written deliverables (plans, reports, manuals, books, etc.) provided by KALOS, either in print or electronic format.

COTS Contract Statement of Work - J 040-0001

Initial All Pages  
KALOS Initial *[Signature]* Page 9 of 29

11/2/2006

State of New Hampshire  
State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
2006-113

Statement of Work

The Contract is between the State of New Hampshire, Office of Information Technology ("State"), and KALOS, Inc., a Kansas corporation, ("KALOS") having its principal place of business at 1318 SE 11th Street, Suite 8, Topeka, KS 66607.

RECITALS

The State desires to have KALOS provide a commercial off-the-shelf software system, and associated services, for the NH Department of Corrections Men's Control Pharmacy.

KALOS wishes to provide a commercial off-the-shelf software system, and associated services, for the NH Department of Corrections Men's Control Pharmacy.

The parties therefore agree as follows:

1. CONTRACT

1.1 Contract Documents

This Contract consists of the following documents (Contract Documents):

- The Statement of Work
- Exhibit A: Contract Deliverables
- Exhibit B: Price and Payment Schedule
- Exhibit C: Special Provisions
- Exhibit D: Administrative Services
- Exhibit E: Implementation Services
- Exhibit F: Training Services
- Exhibit G: Maintenance and Support Services
- Exhibit H: Background: KALOS Assurances
- Exhibit I: Work Plan
- Exhibit J: COTS Software License and related Terms
- Exhibit K: Warranty and Warranty Services
- Exhibit L: Training Services
- Exhibit M: Agency NTP with Addendum
- Exhibit N: KALOS Proposal dated July 1, 2004
- Exhibit O: Certificate of Vote
- Exhibit P: Certificate of Authority
- Exhibit Q: Certificate of Insurance
- Exhibit R: Performance Bond
- Exhibit S: Proposed Personnel Form Letter
- Exhibit T: Required IT Work Procedures

1.2 Order of Precedence

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

COTS Contract Statement of Work - J 040-0001

Initial All Pages  
KALOS Initial *[Signature]* Page 10 of 29

11/2/2006



State of New Hampshire  
State of New Hampshire  
Office of Information Technology  
Contract Pharmacy Software Delivery  
1006-112

Statement of Work

- The State of New Hampshire Terms and Conditions, as stated in Appendix D, Section D.4 of the RFP and the General Contract Requirements, as stated in the RFP Section 1.
- State of New Hampshire, Office of Information Technology Contract #2006-112
- KALOS Proposal to RFP #2006-112 dated July 5, 2006.
- IT Project Request Work Parameters, Section D-1 of the RFP

1.3 Non-Exclusive, Firm Fixed Price Contract

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

The State may, at its discretion, require other contractors to provide Services or Deliverables pursuant to this Contract. KALOS will not be responsible for any delay, cost, or escalation of such other contractors, except that KALOS shall be responsible for any delay, cost, or escalation of the other contractors if such delay, cost, or escalation is caused by or due to the fault of KALOS.

2. CONTRACT TERM

The Contract shall take effect after full execution by the parties, and the period of required governmental approvals, including but not limited to, Comptroller and Executive Council approval.

The Contract will begin on the Effective Date and extend through December 30, 2011. The Term may be extended for an additional period of up to (1) year, at the sole option of the State, subject to the parties prior written agreement on applicable fees for the extended term.

KALOS shall commence work upon issuance of a Notice to Proceed by the State. If KALOS commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of KALOS, and the State shall be under no obligation to pay KALOS for any work beyond or without performance.

This is a statement of the performance of KALOS's obligations under the Contract.

3. COMPENSATION/CONTRACT PRICE

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

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4. CONTRACT MANAGEMENT

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

4.1 KALOS Contract Manager

KALOS shall assign a Contract Manager who shall be responsible for all Contract administration and administration. KALOS Contract Manager is:

James D. Springer, Jr.  
President  
Edco Inc.  
3111 E. 17<sup>th</sup> Street, Suite B  
Tampa, FL 33607

Phone: 813.337.3600  
Phone: 888.364.8844  
Toll Free Phone: 888.364.2008  
Fax: 813.337.4111

Email: james@edco.com

4.2 KALOS Project Manager

4.2.1 Contract Project Manager

KALOS shall assign a project manager who oversees the implementation of the Contract, including but not limited to, the requirements set forth in the RFP. The selection of the KALOS Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, at the State's discretion, review of the KALOS Project Manager's resume, qualifications, references, background checks, and so forth. The State may require removal or replacement of KALOS Project Manager who, in the sole judgment of the State, is found unsatisfactory in the State or is not performing to the State's satisfaction.

The KALOS Project Manager shall have the authority to bind KALOS to the Contract, and shall function as KALOS representative for all administrative and management matters. The KALOS Project Manager shall be available to promptly respond during business hours as required by the State. The KALOS Project Manager must work diligently and use his/her best efforts on the Project. The KALOS Project Manager must be qualified to perform the obligations required of the position under the Contract.

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The KALOS Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit 1, Section 1.

- 4.3.3 KALOS shall not change its assignment of the KALOS Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approval for replacement of the KALOS Project Manager shall not be necessary if the replacement Project Manager shall have comparable or greater skills than the KALOS Project Manager being replaced under the requirements of the Contract (including but not limited to, the requirements set forth in 877 Appendix C: System Requirements and Deliverables and in 877 Appendix C: System Requirements and Deliverables and in 877 Appendix C: System Requirements and Deliverables described above in Section 4.3.1: Contract Project Manager and Exhibit 1.1: Background Checks. KALOS shall assign a replacement KALOS Project Manager within ten (10) business days of the departure of the prior KALOS Project Manager, and KALOS shall continue during the ten (10) business day period to provide project management services through the assignment of a qualified Interim Project Manager.

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

- 4.3.5 The KALOS Project Manager is:

James D. Springer, Jr.  
President  
Kaleo Inc.  
1110 25 11<sup>th</sup> Street, Suite B  
Troy, NY 12180  
Phone: 518.252.1000  
Toll Free Phone: 800.254.8848  
Fax: 518.252.1011  
Email: jds@kaleo-inc.com

- 4.3 KALOS Key Project Staff

- 4.3.1 KALOS shall assign key project staff who meet the requirements of the Contract, and shall implement the CIPS software solution meeting the requirements set forth in 877 Appendix C: System Requirements and Deliverables, Table C.1-1: Appendix C: System Requirements and Deliverables. The State may conduct references and background checks on the KALOS Key Project Staff. The State reserves the right to require removal or reassignment of the KALOS Key Project Staff who are found incompetent to the

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Note: Any background checks shall be performed in accordance with Section 4.10: Background Checks.

- 4.3.3 KALOS shall not change any Key Project Staff requirements without providing the State written justification and obtaining the prior written approval of the State. State approval for replacement of the KALOS Key Project Staff shall not be necessary if the replacement key project staff shall have comparable or greater skills than the key project staff being replaced, meet the requirements of the Contract, including but not limited to the requirements set forth in 877 Appendix C: System Requirements and Deliverables and in 877 Appendix C: System Requirements and Deliverables described above in Section 4.3.1: Contract Project Manager and in Section 4.10: Background Checks.

- 4.3.4 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare KALOS in default and to pursue its remedies at law and in equity, if KALOS fails to assign key project staff meeting the requirements and terms of the Contract.

- 4.3.5 KALOS Key Project Staff shall consist of the following individuals in the roles as identified below:

Key Members of the KALOS Team are:

Members:  
James D. Springer, Jr.  
Tim Marshall  
Ron Bloom  
Josh Powell  
Chris Hargreaves  
Cory Blin  
Randy Leno

Titles:  
President  
Contract Manager Support  
Software Manager  
CIPS System Oversight  
Support  
System Programmer  
IT Specialist

- 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:

Robert Jackson  
Information Technology Manager  
Office of Information Technology  
State Office Park, South  
181 Pleasant Street  
PO Box 1006  
Concord, NH 03301-1006

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TEL: (603) 771-3673  
FAX: (603) 271-1439  
EMAIL: Robert.Jackson@itlab.gov

4.5 State Project Manager

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

- Leading the Project;
- Engaging and managing all KALOS;
- Managing significant issues and risks;
- Reviewing and accepting Contract Deliverables;
- Invoice sign-off;
- Review and approval of Change proposals; and
- Managing stakeholders' concerns.

The State Project Manager is:

Joeth LaForest, RPH  
Department of Corrections  
NH State Prison for Men  
211 North State Street  
PO Box 14  
Concord, NH 03302-0014  
Phone: 603-271-6430  
EMAIL: jlaforest@dohec.state.nh.us

4.6 State Meetings and Reports

The KALOS Project Manager or KALOS Key Project Staff personnel shall submit weekly status reports in accordance with the Schedule and terms of this Contract. The KALOS Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- Project status related to the Work Plan;
- Deliverable status;
- Accomplishments during week(s) being reported;
- Planned activities for the upcoming two (2) week period;
- Future activities; and
- Issues and concerns requiring resolution.

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As reasonably requested by the State, KALOS shall provide the State with information or reports regarding the Project. KALOS 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 an additional cost to the State.

4.7 State-Owned Documents and Data

KALOS shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State-Owned Documents"). Upon termination of the Contract, KALOS shall turn over all State-Owned Documents, materials, and reports, and work in progress relating to this Contract to the State. State-Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

KALOS 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, policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.1 Contractor Records Retention.

KALOS 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 incurred in the performance of their respective obligations under the Contract. KALOS and its Subcontractors shall retain all such records for three (3) years following termination of the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by State and Federal officials. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. KALOS shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the KALOS cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

KALOS shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

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## 4.10 Background Checks

The State may, at its sole expense, conduct background screening of the KALOS Project Manager and KALOS Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Item 12. Use of the State's Information Confidentiality.

## 5. DELIVERABLES

## 5.1 Deliverables and Services

KALOS shall provide the State with the Deliverables and Services required under this Contract, and as more fully set forth in Exhibit A: Contract Deliverables.

## 5.2 Non-Deliverables and Written Deliverables Review and Acceptance

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

## 5.3 System Software Testing and Acceptance

System and Software Testing and Acceptance shall be performed as set forth in the Testing Plan and Exhibit F: Testing Services.

## 6. SOFTWARE

## 6.1 CIPS Software and Documentation

KALOS shall provide the State with CIPS Software licenses and Documentation as set forth in Exhibit E: CIPS Application Software Licenses and Related Items.

## 6.2 CIPS Software Support and Maintenance

KALOS shall provide the State with CIPS Application Software support and maintenance services set forth in Exhibit F: CIPS Application Software Licenses and Related Items.

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## 7. WARRANTY

KALOS shall provide the Warranty and Warranty Services required under the Contract and as set forth in Exhibit K: Warranty and Warranty Services.

## 8. SERVICES

KALOS shall provide the Services required under the Contract. All Services shall meet and perform in accordance with the Specifications.

## 8.1 Administrative Services

KALOS shall provide the State with the Administrative Services set forth in Exhibit D: Administrative Services.

## 8.2 Implementation Services

KALOS shall provide the State with the Implementation Services set forth in Exhibit E: Implementation Services.

## 8.3 Testing Services

KALOS shall perform Testing Services for the State as set forth in Exhibit F: Testing Services.

## 8.4 Training Services

KALOS shall provide the State with Training Services as set forth in Exhibit L: Training Services.

## 8.5 Maintenance and Support Services

KALOS shall provide the State with Maintenance and Support Services for the Software as set forth in Exhibit G: Support Maintenance and Support.

## 9. WORK PLAN DELIVERABLE

KALOS shall provide the State with a Work Plan. The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Exhibit M: Work Plan. KALOS shall update the Work Plan as necessary, but no less than monthly, to accurately reflect the status of the project, including changes to the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule. Any such updates must be approved by the State, in writing, prior to their incorporation into the Work Plan. The updated Work Plan, as approved by the State, is incorporated herein by reference.

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

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The Schedule. In the event of any delay in the Schedule, KALOS shall immediately notify the State in writing, identifying the nature of the delay, its specific actions or inactions of KALOS or the State causing the problem, its estimated duration, 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 KALOS 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-for-day basis to the extent that the delay does not result from KALOS' failure to follow its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes to or additions of any time by written Change Order. Within five (5) business days of KALOS' receipt of a Change Order, KALOS shall submit the State, in final, of any impact on cost (i.e., increase or decrease), the Schedule, or Work Plan.

KALOS may request a change within the scope of the Contract by written Change Order, identifying any impact on the cost, the Schedule or the Work Plan. The State will attempt to respond to KALOS' requested Change Order within five (5) business days. The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process, as described to apply by the State.

11. INTELLECTUAL PROPERTY

11.1 Deliverables

The term "Deliverables" means information and the CPFS Application Software Deliverables, including, but not limited to, the Deliverables identified in Exhibit A: General Deliverables.

11.2 State's License

The State shall receive a perpetual, nonexclusive, nontransferable license to use KALOS' version of proprietary and intellectual property right in the Deliverables.

11.3 State's Software

The State's right in the Deliverables shall be for the purpose of the State's business only, and shall not include the right to copy, reproduce, or otherwise use the Deliverables for any other purpose, except as may be required by the State for the software for delivery to the State, including commercial data-sharing, or other business use.

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11.4 KALOS' Materials

Subject to the provisions of this Contract, KALOS may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provisions of this Contract, KALOS shall not disclose any product containing or disclosing any State Confidential Information. KALOS 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 disclosure of information of the State Confidential Information to KALOS' employees or third party consultants engaged by KALOS.

The parties agree that the general knowledge or know-how cannot include information or results not subject to public disclosure under New Hampshire RSA Chapter 11-A, which includes, but is not limited to the following: records of grand juries and petit juries; records of public and private records; personal official records of public records pertaining to financial personnel practices; financial information, tax information, meeting logs and other information that are to be considered a financial transaction, communication for employment, or economic regulation and personnel, medical, welfare, family law, child care and in general, and other data containing personally identifiable information that is private in nature.

11.5 Copyright

11.5.1 WWW Copyright and Intellectual Property Rights

All right, title and interest in the WWW site, including copyright in all data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interface and computer programs established within the WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright.

11.6 Survival

This Section 11: Intellectual Property shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, KALOS 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 release under New Hampshire RSA Chapter 11-A, known as Public Records and Meetings Act, RSA Chapter 11-A:5. Excepted, KALOS shall not use the State Confidential Information except as directly requested to and necessary for KALOS' performance under the Contract, unless otherwise permitted under the Contract.

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12.1 State Confidential Information

KALOS shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to KALOS in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. KALOS shall immediately notify the State if any request, subpoena or other legal process is served upon KALOS regarding the State Confidential Information, and KALOS shall cooperate with the State in any effort the State undertakes to prevent the release, subpoena, or other legal process, or to obtain an order to the State. In the event of the unintentional release of the State Confidential Information, KALOS shall immediately notify the State, and the State may immediately pursue any remedy at law and to equity, including, but not limited to, injunctive relief.

12.2 KALOS's Confidential Information

Similarly, KALOS shall maintain the confidentiality of its confidential information. KALOS shall clearly identify in writing all information it claims to be confidential, substantiating the foregoing. The State acknowledges that KALOS maintains the Software and Documentation confidential information KALOS acknowledges that the State is subject to applicable State and Federal laws governing disclosure of information including, but not limited to, New Hampshire RSA Chapter 51-A. The State shall maintain the confidentiality of all identified confidential information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 51-A. In the event the State receives a request for the information identified by KALOS as confidential, the State shall notify KALOS and specify the date the State will be releasing the requested information. At the request of the State, KALOS shall cooperate and assist the State with the collection and review of KALOS' information, or so additional support to the State. Any effort to prohibit or restrict the release of the information shall be KALOS' sole responsibility and at KALOS' sole expense. If KALOS fails to obtain a court order enjoining the disclosure, the State shall release the information as the State specifies in the State's notice to KALOS, without any liability to KALOS.

12.3 Survival

This Section 12, Use of State's Information, Confidentiality, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Generalized Object of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the performance of payments, are subject upon the condition and condition of payment of funds, and in no event shall the State be liable for any payments in excess of such available appropriations funds. In the event of a reduction or termination of these funds, the State shall have the right to terminate payment.

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and such funds become available, if over, and to transmit the Change immediately upon giving KALOS notice of such termination.

13.2 Compliance by the KALOS with Laws and Regulations Equal Employment Opportunity Act

13.2.1 In connection with the performance of the Contract, KALOS shall comply with all theories, laws, regulations, orders of Federal, State, county or municipal authorities which impose any obligation or duty upon KALOS, including, but not limited to, civil rights and equal opportunity laws. KALOS shall also comply with all applicable local, state and federal funding requirements and standards necessary to the performance of the Contract.

13.2.2 During the term of the Contract, KALOS shall not discriminate against employees or applicants for employment on the basis of applicable law or federal laws, including but not limited to non-discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

13.2.3 If the Contract is funded in any part by monies of the United States, KALOS 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 on the State of New Hampshire or the United States to implement these regulations. KALOS further agrees to permit the State or United States, or any of KALOS' personnel, vendors, contractors, and successors for the purpose of conducting inspections with all rules, regulations and orders, and conditions and conditions of the Contract.

13.3 Regulatory/Governmental Approvals

KALOS shall obtain all applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable and reasonably necessary, and subject to the applicable State and federal laws and regulations and regulations imposed by third parties upon the State, the State will provide KALOS access to program data, source code, computer-based systems, software packages, server's systems, security systems, and hardware.

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

13.5 Force Majeure

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11.1.1 The performance of KALOS' obligations under this CONTRACT shall be carried out by KALOS. KALOS shall, at its own expense, provide all personnel, materials, and resources required under the Contract and as necessary to perform KALOS' obligations under the Contract.

11.1.2 KALOS shall not hire, and shall permit no subcontracting to other persons, firm or corporation with whom it is engaged in a contractual effort to perform its obligation under the Contract, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

11.1.3 The Chief Information Officer (CIO) of the Office of Information Technology, or his designee, shall be the State's representative. In the event of any dispute concerning the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

11.2 Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute before then in writing, the parties shall attempt to resolve the dispute through mediation. If mediation fails, the parties shall attempt to resolve the dispute through arbitration. If arbitration fails, the parties shall attempt to resolve the dispute through litigation. The parties shall attempt to resolve the dispute through litigation only as a last resort.

The parties shall not commence efforts to enforce personnel earnings and/or retirement benefits as provided, or mutually terminate their and plans, between employees for the parties at the following successive management levels, each of which shall have a period of fifteen days as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

Category	Personnel	Management	Time
Personnel	James B. Springer, Jr. President	John L. West State Project Manager	1 Business Days
Management	James B. Springer, Jr. President	Robert J. Smith State Project Management Team Lead	14 Business Days
Final	James B. Springer, Jr. President	Michael C. Bailey Chief Information Officer (CIO)	11 Business Days

The stated time for the first level negotiations shall begin on the date the prevailing party's notice is received by the other party.

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11.7 Termination

11.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide KALOS written notice of default, and KALOS shall cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If KALOS fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare KALOS in default, and pursue its remedies at law or in equity, or both.

11.7.1.1 In the event the State declares KALOS in default under any provision of the Contract, the State may, at its discretion, take any or all of the following actions:

11.7.1.1.1 Set off against any other obligations the State may owe to KALOS under the Contract;

11.7.1.2 Pursue remedies that are the subject of the Contract from another party, and KALOS shall be liable for reimbursing the State for the replacement services with a limitation of liability to one and one half (1.5) times the amount and if applicable all administrative costs directly related to procuring the services from another source, such as costs of competitive bidding, testing, observations, applicable law, charges or penalties, and all other costs and fees.

11.7.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

11.7.1.4 In the event of default by the State, KALOS shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise provided by KALOS.

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

11.7.2 Termination for Convenience

11.7.2.1 The State may, at its sole discretion, terminate the Contract for Convenience, in whole or in part, by thirty (30) days written notice to KALOS. In the event of a termination for convenience, the State shall pay KALOS the agreed upon price, if reasonably stated in this Contract, for Deliverables for which KALOS has been given by the State. Amounts for services provided prior to the date of termination for which no separate price is stated under the

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Contract will be paid, in whole or in part, pursuant to conditions with Exhibit B, Price and Payment Schedule, of the Contract.

- 13.7.1.3 During the thirty (30) day period, KALOS shall send down and return hardware to quickly and efficiently as reasonably possible, without performing necessary services or activities and by maintaining responsive efforts on the State from each visiting down and cessation of services, KALOS shall pay the State a pro-rated amount of any services development, support, and maintenance for which the State has already paid.

- 13.7.1.3 In the event of early termination, the State shall retain the right to recover from KALOS the amount of any services development, support, and maintenance for which the State has already paid.

13.7.2 Termination for Cause of Interest

- 13.7.2.1 The State may immediately declare KALOS in default and terminate the Contract by written notice, if the State determines that a conflict of interest exists and that KALOS has or should have known of the conflict.

13.7.3 Termination Procedures

- 13.7.3.1 After receipt of a notice of termination, and except as otherwise directed by the State, KALOS shall:

- a. Stop work under the Contract on the date, and in the manner specified, in the notice;

- b. Promptly, but in no event longer than thirty (30) days after termination, transmit to the State and subcontractors related to the work which has been terminated and state of outstanding liabilities and all status arising out of such termination of contract and subcontractors, 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 deems that is reasonable and necessary under the circumstances, to as necessary to preserve and protect the property related to the Contract which is in the possession of KALOS and in which the State has an interest;

- d. Transmit, preserve, or replicate, in the State and return to the owner, at the State's, and in the event 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 Confirmation to the State that KALOS has surrendered to the State all such property.

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Office of Information Technology  
Central Pharmacy Software Delivery  
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STATEMENT OF WORK

1. As to the provision services, as requested by the State as an additional cost.

13.8 Force Majeure

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

Except in the event of the foregoing, force majeure events shall not include KALOS' inability to hire or provide personnel needed for KALOS' performance under the Contract.

13.9 KALOS' Relationship to the State

In the performance of the Contract, KALOS is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither KALOS nor any of its officers, employees, agents, or subcontractors shall have authority to bind the State or create any liability, whether contractual or otherwise, on behalf of the State or its employees.

13.10 Assignment, Delegation and Subcontracting

- 13.10.1 KALOS 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.

- 13.10.2 KALOS shall remain solely responsible for performance of the entire Contract even if and when, at any time, subcontractors or other resources are used, unless otherwise agreed to in writing by the State, and the assignee ("Assignee") fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assignment of full obligations and liabilities of the Contract, any assignment, delegation, subcontract, or other transfer shall not release KALOS of any of its obligations under the Contract, nor affect any remedies available to the State against KALOS that may arise from any event of default and for the State may consider KALOS to be the sole party of contract with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

- 13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit KALOS from assigning the Contract to the owner of all or substantially all of the assets or business of KALOS provided that the assignee fully assumes in writing all obligations and liabilities under the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may result in an event of default in the sole discretion of the State.



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STATEMENT OF WORK

13.104 In the event that KALOS should change ownership or be purchased under the terms of Section 13.103, the State shall have the option to continue under the Contract with KALOS, its successors or assigns for the full remaining term of the Contract, provided that the Contract with KALOS, its successors or assigns for each period of time or otherwise necessary by the State, or immediately terminate the Contract without liability to the KALOS, its successors or assigns.

13.11 Indemnification

13.11.1 KALOS shall indemnify, defend 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 damages incurred or suffered by the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of or for which any claim or suit may be brought against the State or any of its officers or employees, in connection with or arising out of the performance of the Contract.

13.11.2 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.

13.11.3 Survival  
This Section 13.11, Indemnification, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 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 KALOS shall not exceed one and one-half times (1.5X) the total Contract price as set forth in Section 1.6 of the General Provisions form (P-17).

13.12.2 KALOS

Subject to applicable laws and regulations, in no event shall KALOS be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and KALOS' liability to the State shall not exceed one and one-half times (1.5X) the total Contract price as set forth in Section 1.6 of the General Provisions form (P-17). Notwithstanding the foregoing, the limitation of liability in this Section 13.12 shall not apply to KALOS' indemnification obligations as set forth in Section 13.11.2-A through 13.11.2-D and non-liability obligations as

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KALOS Initial *[Signature]*

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STATEMENT OF WORK

As set forth in Section 1.2 of the State's Information, Confidentiality, all of which shall be submitted.

13.11.3 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.

13.11.4 Survival

This Section 13.11: Limitation of Liability shall survive termination.

13.12 Insurance

13.12.1 KALOS Insurance Requirements

KALOS shall, at its sole expense, obtain and maintain in force, and shall require any subcontractors or assignees to obtain and maintain in force, including the benefit of the State, the following insurance:

A. 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, and

B. The policy shall be the standard form employed in the State of New Hampshire, based by underwriters acceptable to the State, and referenced in the Schedule in the State of New Hampshire. Such policy shall contain a clause prohibiting assignment or modification of the policy within ten (10) days after written notice thereof has been received by the State.

13.14 Waiver of Right of Defect

No defect by either party to enforce any provision hereof after any event of default shall be deemed a waiver of the right with regard to that event, or any subsequent event. Any express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any failure or other default on the part of KALOS.

13.15 Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, return receipt, to a United States Post Office addressed to the parties at the following addresses:

TO KALOS:

Kalos, Inc.  
3111 E. 31st Street, Suite B

TO STATE:

State of New Hampshire  
Office of Information Technology

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Initial All Pages  
KALOS Initial *[Signature]*

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State of New Hampshire  
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Central Pharmacy Software Delivery  
Exhibit B  
Price and Payment Schedule

	Masterplan and Warning Label		For December 30, 2011	
	Total			\$61,124

Table 2 - Detailed License Deliverables and Pricing

Description	License	Quantity	Net Price
Yerk Products	License		
None			1 9
Application Products			
Correctional Business			
Pharmacy System (CIPS)	Version 9	5	\$14,720
Grand Total			\$14,720

The State may purchase any additional licenses of the COTS Software Solution at this pre-negotiated Contract Discount rate of \$2,544, for a period of five (5) years from the Contract Effective Date.

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$61,124.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to KALOS for all fees and expenses, of whatever nature, incurred by KALOS in the performance hereof.

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: Identification of each Deliverable or service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. 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 included and shall be promptly dispatched.

Invoices shall be sent to:

State of New Hampshire  
Office of Information Technology  
49 Danvers Street  
Concord, NH 03301

COTS Exhibit B-Price and Payment Schedule v1.0 04012005

Inhibit All Pages  
Contractor Initials: *454*

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State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit B  
Price and Payment Schedule

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Kalos, Inc.  
3510 SE 21<sup>st</sup> Street, Suite B  
Tampa, FL 33607

5. OVERPAYMENTS TO KALOS

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the Project cost, (\$6,112.00) as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to KALOS under the Contract these liquidated amounts required or permitted under the Contract, by RSA 80:7 through 7-C, or any other provision of law.

COTS Exhibit B-Price and Payment Schedule v1.0 04012005

Inhibit All Pages

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State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit C  
Special Provisions

Special Provisions

There are no special provisions for this Contract.

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Delivery Software  
Exhibit D  
Administrative Services

I. STATUS MEETINGS AND REPORTS

The State believes that effective communication and reporting, through meetings and written reports is essential to Project success. At a minimum, the State expects the following:

**Introductory Meeting:** Participants will include KALOS Key Project Staff and State Project Team from both KALOS and the Office of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.

**Kickoff Meeting:** Participants will include the KALOS Key Project Staff, State Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**Weekly status meetings:** This meeting will include the Information Technology Manager from NHDOC and the technical support staff.

**Status Meetings:** Participants will include KALOS Project Manager, the Information Technology Manager from NHDOC, the Technical Support Services Division Information Technology Manager, and NHDOC Mesa's Pharmacy Pharmacist. These meetings, which will be conducted at least weekly, will address overall project status, error report reviews and any additional topics needed to remain on schedule and within budget. A status and error report from KALOS will serve as the basis for discussion.

The Work Plan must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract Statement of Work, Section 3: Work Plan Deliverables.

**Special Meetings:** Meet may arise for a special meeting with State leaders or project stakeholders to address specific issues.

KALOS shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. KALOS' Project Manager shall visit the State Project Manager, or their producers reports related to Project Management as reasonably requested by the State. KALOS must produce project status reports, which shall include, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Staff time reporting
- f. Issues and concerns requiring resolution
- g. Financial Status to be updated once a month

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Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit E  
Implementation Services

KALOS will provide the State with the following implementation services:

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A. KALOS shall employ an implementation strategy set forth in Exhibit E, Work Plan.

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date
1	Weekly Project Status Report	Written	Ongoing
2	State (PH QCT) sends copy of current data base to KALOS for review	Software	11/15/2004
3	PH DOC provides label and MARS format to KALOS	Written	11/15/2004
4	Project Work Plan	Written	11/20/2004
5	KALOS completes Unit and System Testing	Non-Software	11/20/2004
6	Complete Project Kick-off Meeting	Non-Software	11/15/2004
7	Complete unit testing	Non-Software	11/15/2004
8	KALOS provides computer test data development	Software	11/15/2004
9	KALOS provides data development	Software	11/15/2004
10	KALOS provides label development	Written	11/15/2004
11	KALOS provides QCT System	Software	11/15/2004
12	PH DOC completes integration testing	Software	11/15/2004
13	PH DOC completes Unit and System Testing	Software	11/15/2004
14	KALOS provides support and maintenance for testing and recovery of application	Software	11/15/2004
15	PH QCT sends copy of current data for final review	Software	11/15/2004

Exhibit E, Implementation Services - 1 of 2  
State of New Hampshire  
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Exhibit E  
Implementation Services

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State of New Hampshire  
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Exhibit E  
Implementation Services

16	All Operating System Software and Connected Data Loaded into Production Environment	Software	11/20/2004
17	KALOS provides final Software Development and Design documents (as per Unit and MARS format)	Written	11/20/2004
18	Complete Unit Testing Data	Non-Software	11/20/2004
19	Complete Unit Testing Data	Non-Software	11/20/2004
20	Complete Unit Testing Data	Non-Software	11/20/2004
21	Complete Unit Testing Data	Non-Software	11/20/2004
22	KALOS provides final Operational Procedures Documentation	Written	11/20/2004
23	Complete Project Kick-off Meeting	Non-Software	11/15/2004
24	Complete Project Kick-off Meeting	Non-Software	11/15/2004

- B. KALOS and the State shall adopt a change management approach to identify and plan for disruption and communication involved. KALOS' Team will provide training materials as defined in the Training Plan, consistent to address the State's specific requirements.
- C. KALOS shall utilize an approach that fosters and requires the participation of State employees, onto the State customer's business operations to make the implementation of the application, and prepare them to assume responsibility for, and ownership of, the new system. A team or technology transfer shall be formed a priority.
- D. KALOS shall manage project execution and provide the team needed to create and manage the project's plan and tasks, schedule and manage project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- E. KALOS shall adopt an implementation plan that aligns with the State's required implementation of 11/20/2004.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period project tasks and resources plan will be identified, preliminary testing plan established, the change management plan established, communication approach established, project milestones and procedures finalised, and team training initiated.

Exhibit E, Implementation Services - 1 of 2  
State of New Hampshire  
Central Pharmacy Software Delivery  
Exhibit E  
Implementation Services

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State of New Hampshire  
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Exhibit E  
Implementation Services

2. STATE-PROVIDED SERVICE

KALOS will provide pre-production system administration services for the servers, reasonable assistance to State staff and scheduling of backup activities during the project.

The State will be responsible to provide server resources for the project implementation and to ensure backup activities are performed.

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit F  
Testing Services

KALOS shall provide the following Services described in this Exhibit F: Testing Services, including but not limited to:

1. TESTING AND ACCEPTANCE

KALOS shall bear all responsibilities for the full suite of test planning and preparation throughout the Project. KALOS shall also provide training as necessary to the State staff responsible for test activities. KALOS will be responsible for all aspects of testing contained in the Test Plan including support, at no additional cost, during the User Acceptance Test conducted by the State and the testing of the training materials.

All Testing and Acceptance shall include planning, test scenario and script development, data and System preparation for testing, and execution of unit, System Integration Testing, Conversion Testing, support of the State during User Acceptance Testing and Implementation.

In addition, the State Pharmacist will prepare and test scripts during the User Acceptance Test (UAT). These tests are based upon the State Pharmacist's knowledge, judgment, and training and, overall pharmaceutical responsibility.

KALOS shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. KALOS shall correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

KALOS will provide the State with a Test Plan that will include identification, preparation, and documentation of planned testing, requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, test tests, expected results, and "bug" tracking system.

As identified in the Test Plan and documented in accordance with the Project Work Plan, State testing will commence upon the KALOS' Project Manager's certification, in writing, that the KALOS' own staff has successfully executed all prerequisites KALOS 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 User Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.2 Unit Testing

In Unit Testing, KALOS will 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 environment or a testing environment.

State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
Exhibit 7  
Testing Services

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 applications modules.

The KALOS Key Project Staff person will be responsible for conducting the unit testing.

Developing the project needed to test the individual application modules, interfaces, and components separately.	For application modules, components and interfaces the KALOS team will identify applicable test scripts and methodologies, adapt them to the project specifics, test the process, and compare with the documented expected results.
Unit-Tested modules that have been tested to verify the logic, syntax, and processing logic of each application module functions without errors. Individual scripted test scripts and methodologies provide for all the required returns and data to complete the test, the process for test plan, and the expected results.	

1.3 Conversion Validation Testing  
In Conversion Validation Testing, target application functions are validated.

The conversion validation test should replace the main flow of the conversion from the CPFS Application. As the CPFS Application is transferred to legacy or other party applications, and how tests, test the flow of the conversion from through the conversion testing.	For conversion and interfaces, the KALOS team will ensure the systems validation test and compare conversion results with the documented expected results. Errors and omissions, if necessary, the legacy data to be converted to the data generated.
Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data conforms accurately to the main data of the CPFS Application.	

1.4 Installation Testing  
In Installation Testing the application components are installed in the pre-production environment to test the hardware resources and are utilized for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)  
UAT begins upon completion of the full-scale configuration is required and user testing according to the Project Work Plan. Testing will open browser of a User Acceptance by the User.

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Exhibit 8  
Testing Services

The State will be presented with all testing results, a User Acceptance Certificate that KALOS has successfully completed the preproduction work, meeting the defined Acceptance Criteria, and performance standards criteria. The State will commence testing within one (1) business day of receiving Certificate from KALOS that the CPFS application is installed, configured, complete and ready for their testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the Acceptance Criteria specified, and in the requirements defined in the KALOS proposed response. The State will conduct testing utilizing scripts developed as identified in the Test Plan to validate the functionality of the CPFS Application and the interfaces, and verify implementation readiness. It is performed in a copy of the production environment and also serves as a performance and stress test of the System. The User Acceptance Test may serve as a support of the new CPFS Application, including administrative procedures (such as loading and recovery).

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

Acceptance Test	The System User Acceptance Testing verifies System functionality against production acceptance criteria that support the successful execution of the approved level of pharmacy delivery system.
Acceptance Test Plan	Provide the State an acceptance test plan and selection of test scripts to be developed and executed.
Acceptance Test Results	Monitor the execution of the test scripts and create a record during the User Acceptance Testing activities.
Acceptance Test Summary	Work jointly with the State in determining the required actions for problem resolution.
Acceptance Test Report	Develop the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.
Acceptance Test Results	Validate the acceptance test performance.
Acceptance Test Summary	Complete the test scripts and document test acceptance testing results.
Acceptance Test Report	The State Pharmacists will provide test scripts for review.
Acceptance Test Results	Document and summarize acceptance test results.
Acceptance Test Summary	Work jointly with KALOS in determining the required actions for problem resolution.
Acceptance Test Report	Provide a summary of the test results.
Acceptance Test Results	The Deliverables for User Acceptance Testing is the User Acceptance Test Results. These results provide evidence that the new CPFS Application meets the User Acceptance Criteria as defined in the Work Plan.

1.6 Regression Testing  
KALOS will be responsible for developing the Test Plan and all test materials, and for executing all tests and verifying their completion prior to user testing. As a result of the user testing activities, problems will be identified that require correction. KALOS shall

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit F  
Testing Services

perform additional testing activities in support of those under new problems identified from the testing results.

During the problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means activities (re-testing to detect faults introduced during the modification effort, tests to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly related) system components still meet their specified requirements.

When a programming change is made in response to a problem identified during user testing, a Regression Test Plan must be developed by KALOS based on the understanding of the program and the change being made to the program. The Regression Test Plan has two objectives: first, to validate that the change/updates has been properly incorporated into the program; and second, to validate that there has been no unintended change to the other portions of the program.

KALOS shall:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
1. 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
2. Manage the entire cycle process.

KALOS shall execute the regression test, provide printed testing results, and verify its completion by writing to the State prior to passing the modified software application to the users for re-testing.

In developing and executing such regression testing, KALOS will be required to assess the risks inherent in the modification being implemented, identifying and assessing any unintended consequences, and weighing those risks against the time and effort required for conducting the regression tests.

The State will test KALOS regression tests for coverage.

1.3 Successful UAT Completion

Upon successful completion of UAT, the State will have a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the production version of the CPS application will be deployed. The report of Implementation Warranty period shall commence as further described in Exhibit E: Warranty and Warranty Services.

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Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit F  
Testing Services

1.3 System Acceptance

Upon completion of the Warranty period, the State will issue a Letter of Final CPS Application Acceptance.

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Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit G  
System Maintenance and Support

1. SYSTEM MAINTENANCE

1.1 KALOS' Responsibility

KALOS shall perform routine scheduled support to maintain the CPS Application in accordance with the Contract. KALOS will not be responsible for maintenance or support for any software developed or modified by the State.

1.1.1 Maintenance Release

KALOS 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 cost.

2. SYSTEM SUPPORT

2.1 KALOS' Responsibility

KALOS shall:

- Maintain and support all Software used in the application;
- Provide security at the application and database levels;
- Support all necessary software upgrades and version control for distribution of application updates;
- Provide a technical support team that provides support for maintenance of application software;
- Conduct remote diagnostic with users get-backs to service;
- Assist the State with all operating systems and utilities;
- Provide a performance monitoring system;
- Provide the ability to monitor and interrupt any system to the drug database from the State and the Working Label Information;
- Provide hardware and network resources for any software application failures until the State Pharmacy, or higher designee, reports the system is again operational and functioning;
- Provide training via telephone as needed;
- Provide around the clock support standby to Friday between the hours of 8:00 am to 5:00 pm, Eastern Standard Time, to respond to trouble tickets.

2.1.1 24-Hour Emergency Support

- State's 24-hour call center will not be used for more than five (5) minutes;
- For Class A problems/issues, KALOS shall analyze and resolve the issue within sixty (60) minutes;
- For Class A problems/issues which can not be resolved in sixty (60) minutes, KALOS shall provide the State a problem resolution update at least every other business day.

1004-113 Exhibit G Maintenance and Support Services

Initial All Pages  
Customer Initials: *[Signature]*

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State of New Hampshire  
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Exhibit G  
System Maintenance and Support

- For Class B problems/issues, KALOS shall analyze and resolve the issue within ninety-five (95) business hours of a request;
- For Class B problems/issues which can not be resolved within ninety-five (95) hours, KALOS shall provide the State a problem resolution update at least a weekly update;
- For Class C problems/issues, KALOS shall analyze and resolve the issue within seven (7) to ten days;
- For Class C problems/issues which can not be resolved within seven (7) days, KALOS shall provide the State a weekly problem resolution update.

All Class A, B, and C Deficiencies found shall be corrected by KALOS on next State Day (95) business days, unless specifically extended by the State. Approval for any such extension will not be automatically withheld. In the event that KALOS fails to correct a Deficiency or fails to do so within the allotted period of time, the State may request it right under Terms and Conditions for Defect defined in the Statement of Work, Section 11.1.1 and terminate the Contract, direct the KALOS to default, and pursue its remedies at law or in equity as both.

2.2 Terms

KALOS system support will commence upon the State's issuance of the User Acceptance Testing Letter of Acceptance and will conclude at the end of the Term, December 30, 2004, and any extension thereof.

3. DATA COLLECTION

3.1 Records

KALOS shall maintain a record of the activities related to warranty repair or performance and support services performed for the State. For all maintenance services calls, KALOS shall record the following information will be collected and maintained:

- History of the Deficiency;
- Current status of the Deficiency;
- Action plans, done, and done;
- Expected and actual Completion time; and
- Deficiency resolution information.

3.2 System Monitoring

KALOS shall work with the State to identify and troubleshoot potential large-scale system failures or Deficiencies by collecting the following information:

- Issue that triggers reported Deficiencies with the System;
- Diagnosis of the root cause of the problem; and
- Most frequent of system calls to report system problems.

1004-113 Exhibit G Maintenance and Support Services

Initial All Pages  
Customer Initials: *[Signature]*

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State of New Hampshire  
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Central Pharmacy Software Delivery  
Exhibit II  
Priority Requirements- KALOS Response

1. SYSTEM MAINTENANCE

1.1 Mandatory Requirements Response

KALOS will provide a fully operational CPD Application Software with the following functionality:

REQ #	Requirement	M or O	Included with or without Modification	Not Included	Comments
1	The Software must support a minimum of five (5) workstations.	M	Yes		
2	The Software will provide the ability to receive external electronic order entry for up to 10 medical/dental providers.	M	Yes		
3	The Software will provide the ability to receive remote profile service feed up for up to 10 medical/dental providers.	M	Yes		
4	The Software will provide the ability to receive remote electronic medication request (MAR) for up to 10 medical/dental/psychiatric providers.	M	Yes		This is the ability to print the MAR manually by patient, shared to psychiatric providers.

2006-113 Exhibit II Priority Requirements

REQ #	Requirement	M or O	Included with or without Modification	Not Included	Comments
1	KALOS will provide a drug file record that meets a certain drug name.	M	Yes		
2	KALOS will provide a drug file record that meets a certain drug name.	M	Yes		

2006-113 Exhibit II Priority Requirements

Included All Pages:

Computer Information 11/2/2006

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Priority Requirements- KALOS Response

1	Drug file record that must contain NDC number	M	Yes		
2	KALOS will provide a drug file record that must contain Therapeutic class	M	Yes		
3	KALOS will provide a drug file record that must contain DEA class	M	Yes		
4	KALOS will provide a drug file record that must contain brand name	M	Yes		
5	KALOS will provide a drug file record that must contain generic name	M	Yes		
6	KALOS will provide a drug file record that must contain drug indication	M	Yes		
7	KALOS will provide a drug file record that must contain quantity dispensed daily	M	Yes		This is a maximum amount that will be dispensed for that drug
8	KALOS will provide a drug file record that must contain daily dosage	M	Yes		
9	KALOS will provide a drug file record that must contain formulary indication	M	Yes		Temporary indication can be "state wide" or for any selected facility.
10	KALOS will provide a drug file record that must contain drug indication	M	Yes		
11	KALOS will provide a drug file record that must contain drug indication	M	Yes		
12	KALOS will provide a drug file record that must contain drug indication	M	Yes		
13	KALOS will provide a drug file record that must contain drug indication	M	Yes		
14	KALOS will provide a drug file record that must contain drug indication	M	Yes		
15	KALOS will provide a drug file record that must contain drug indication	M	Yes		
16	KALOS will provide a drug file record that must contain drug indication	M	Yes		Currently in version 1, will be added to version 2. This drug indicates the use of drug in child work home.
17	KALOS will provide a drug file record that must contain drug indication	M	Yes		Controls the display of drug name as electronic version of filing process.

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Priority Requirements - KALOS Response

11	KALOS will provide a drug file record that must contain 24 months past history	M	Yes	
12	KALOS will provide an inventory file record that must contain trade name	M	Yes	
13	KALOS will provide an inventory file record that must contain date of birth	M	Yes	
14	KALOS will provide an inventory file record that must contain gender	M	Yes	
15	KALOS will provide an inventory file record that must contain race	M	Yes	
16	KALOS will provide an inventory file record that must contain height	M	Yes	
17	KALOS will provide an inventory file record that must contain weight	M	Yes	
18	KALOS will provide an inventory file record that must contain blood pressure	M	Yes	
19	KALOS will provide an inventory file record that must contain heart rate	M	Yes	
20	KALOS will provide an inventory file record that must contain temperature	M	Yes	
21	KALOS will provide an inventory file record that must contain respiratory rate	M	Yes	
22	KALOS will provide an inventory file record that must contain oxygen saturation	M	Yes	
23	KALOS will provide an inventory file record that must contain glucose	M	Yes	
24	KALOS will provide an inventory file record that must contain cholesterol	M	Yes	
25	KALOS will provide an inventory file record that must contain triglycerides	M	Yes	
26	KALOS will provide an inventory file record that must contain hemoglobin A1C	M	Yes	
27	KALOS will provide an inventory file record that must contain creatinine	M	Yes	
28	KALOS will provide an inventory file record that must contain eGFR	M	Yes	
29	KALOS will provide an inventory file record that must contain albuminuria	M	Yes	
30	KALOS will provide an inventory file record that must contain blood pressure	M	Yes	
31	KALOS will provide an inventory file record that must contain heart rate	M	Yes	
32	KALOS will provide an inventory file record that must contain temperature	M	Yes	
33	KALOS will provide an inventory file record that must contain respiratory rate	M	Yes	
34	KALOS will provide an inventory file record that must contain oxygen saturation	M	Yes	
35	KALOS will provide an inventory file record that must contain glucose	M	Yes	
36	KALOS will provide an inventory file record that must contain cholesterol	M	Yes	
37	KALOS will provide an inventory file record that must contain triglycerides	M	Yes	
38	KALOS will provide an inventory file record that must contain hemoglobin A1C	M	Yes	
39	KALOS will provide an inventory file record that must contain creatinine	M	Yes	
40	KALOS will provide an inventory file record that must contain eGFR	M	Yes	
41	KALOS will provide an inventory file record that must contain albuminuria	M	Yes	

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Priority Requirements - KALOS Response

11	KALOS will provide a drug file record that must contain 24 months past history	M	Yes	
12	KALOS will provide an inventory file record that must contain trade name	M	Yes	
13	KALOS will provide an inventory file record that must contain date of birth	M	Yes	
14	KALOS will provide an inventory file record that must contain gender	M	Yes	
15	KALOS will provide an inventory file record that must contain race	M	Yes	
16	KALOS will provide an inventory file record that must contain height	M	Yes	
17	KALOS will provide an inventory file record that must contain weight	M	Yes	
18	KALOS will provide an inventory file record that must contain blood pressure	M	Yes	
19	KALOS will provide an inventory file record that must contain heart rate	M	Yes	
20	KALOS will provide an inventory file record that must contain temperature	M	Yes	
21	KALOS will provide an inventory file record that must contain respiratory rate	M	Yes	
22	KALOS will provide an inventory file record that must contain oxygen saturation	M	Yes	
23	KALOS will provide an inventory file record that must contain glucose	M	Yes	
24	KALOS will provide an inventory file record that must contain cholesterol	M	Yes	
25	KALOS will provide an inventory file record that must contain triglycerides	M	Yes	
26	KALOS will provide an inventory file record that must contain hemoglobin A1C	M	Yes	
27	KALOS will provide an inventory file record that must contain creatinine	M	Yes	
28	KALOS will provide an inventory file record that must contain eGFR	M	Yes	
29	KALOS will provide an inventory file record that must contain albuminuria	M	Yes	
30	KALOS will provide an inventory file record that must contain blood pressure	M	Yes	
31	KALOS will provide an inventory file record that must contain heart rate	M	Yes	
32	KALOS will provide an inventory file record that must contain temperature	M	Yes	
33	KALOS will provide an inventory file record that must contain respiratory rate	M	Yes	
34	KALOS will provide an inventory file record that must contain oxygen saturation	M	Yes	
35	KALOS will provide an inventory file record that must contain glucose	M	Yes	
36	KALOS will provide an inventory file record that must contain cholesterol	M	Yes	
37	KALOS will provide an inventory file record that must contain triglycerides	M	Yes	
38	KALOS will provide an inventory file record that must contain hemoglobin A1C	M	Yes	
39	KALOS will provide an inventory file record that must contain creatinine	M	Yes	
40	KALOS will provide an inventory file record that must contain eGFR	M	Yes	
41	KALOS will provide an inventory file record that must contain albuminuria	M	Yes	

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Priority Requirements- KALOS Response

Req #	Requirement	M or O	Yes	No	Comments
42	KALOS will provide a history transaction file that must contain a dg field	M	Yes		
43	KALOS will provide a history transaction file that must contain a quantity/quantity field	M	Yes		
44	KALOS will provide a history transaction file that must contain a unit field	M	Yes		
45	KALOS will provide a history transaction file that must contain a human readable name of each rx	M	Yes		

DOC Software Product Requirements and Solutions - Central Pharmacy Functions

Req #	Requirement	M or O	Yes	No	Comments
46	KALOS will provide a system specifically designed for a conventional pharmacy	M	Yes		
47	KALOS will provide system medication profiles that must show or reflect all medications that have all NDC/DC at the time	M	Yes		
48	KALOS will provide a system of access which includes the collection of the therapy response	M	Yes		Response includes such data as: name, address, phone, other, (See test field)
49	KALOS will provide drug education materials (See test field)	M	Yes		

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Priority Requirements- KALOS Response

50	KALOS Drug Education materials will contain medication information, have the medication name, the medication number, and the rx#	M	Yes		
51	KALOS will provide materials in English	M	Yes		
52	KALOS will provide materials in Spanish	M	Yes		English, Spanish, French, Canadian (none cost)
53	KALOS will be all languages to which KALOS provides the material materials to be written	M	Yes		English, Spanish, French, (NDC/DC must supply the text for each language)
54	KALOS will be all languages to which KALOS provides the prescription label to be written	M	Yes		
55	KALOS will provide access-viewable drug education materials	M	Yes		
56	KALOS will provide drug education materials which will be printed upon request	M	Yes		
57	KALOS will provide a drug check list, when entered, will not display drug flagged as "not to be dispensed"	M	Yes		
58	KALOS will display all drugs, regardless of drug status upon request	M	Yes		
59	KALOS will supply a system of prescription labels using an auto label printer	M	Yes		Currently available in version 8, will be added to version 9
60	KALOS will supply a system of prescription labels using an auto label printer	M	Yes		Currently available in version 8, will be added to version 9
61	KALOS will supply a system of prescription labels using an auto label printer	M	Yes		Currently available in version 8, will be added to version 9

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Exhibit H  
Priority Requirements: KALOS Features

Req #	Requirement	M or O	Yes	No	Comments
62	KALOS must provide a reference medication system which allows an alternative medication to be dispensed.	M	Yes		
63	KALOS will provide a system that warns if a new aged patient medication has just arrived for medication.	M	Can be added with modification		
64	KALOS will provide a system that allows placement of selected medications on a cartable unit to be based upon the number of days.	M			
65	KALOS will provide a system that allows placement of selected medications on a cartable unit to be based upon the number of days.	M	Yes		
66	KALOS will supply a barcode label for a facility inventory for a facility.	M	Yes		
67	KALOS will allow medication to be transferred from the pharmacy to the floor stock inventory.	M	Yes		
68	KALOS will allow medication not appropriate for floor stock to be placed.	O	Yes		
69	KALOS will supply a bar code label for all medication requested by the system.	M	Yes		Both and Barcode labels in English, Spanish, French. Canadian (must be supplied by HMOCC)
70	KALOS software's primary language is English.	M	Yes		
71	KALOS will provide the ability to print.	M	Yes		Spanish drug must be set up by HMOCC. If so provide it

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Priority Requirements: KALOS Features

Req #	Requirement	M or O	Yes	No	Comments
72	prescription directions in English and/or Spanish as to all new requests made.	M	Yes		Added in Spanish printing. Directions will print in Spanish if they exist.
73	KALOS will provide a function to allow location of prescriptions for a selected number of days following physician orders.	M	Yes		
74	KALOS will supply a system that allows partial dispensing of medication for an order.	M	Yes		
75	KALOS will provide a short in the pharmacy of the appropriate time to dispense more medication so that the pharmacist can be notified. Will start by request (initial due report) or auto refill process.	M	Yes		Currently in version 2, will be added in version 3. Based upon days supply dispensed, will send when prescriptions made to be refilled. Will start by request (initial due report) or auto refill process.

DOC Business Product Requirements and Solutions - Private Release

Req #	Requirement	M or O	Included With or without modification	Not Included	Comments
76	KALOS will supply a functionality for current release from the pharmacy facility.	M	Yes		
77	KALOS's business rules are location will change the status of a "checked" in the process.	M	Yes		
78	Active medications must be displayed showing the appropriate subject medications to be filed as a returned request.	M	Yes		Currently in version 2, will be added in version 3
79	The pharmacy must be able to print.	M	Yes		

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**Priority Requirements - SALOS Purpose**

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**TABLE II**

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Priority Requirements- KALOS Response

	When entering the system or when not entered will have a default field.				
110	KALOS will provide the ability for a user to return to the previous screen within a screen or previous screen.	M	Yes		
111	KALOS will provide screen validation on data entry screens that display field values and prevent selection of field values.	M	Yes		
112	KALOS will allow toggling among multiple tabs and applications through use of icons, keyboard, mouse, touch screen, tablet or other means without requiring a mouse application.	M	Yes		
113	KALOS will provide an extensive error message facility capable of error notification by system messages.	M	No		Error messages are displayed to the operator. They are not notified by system messages.
114	KALOS will allow automatic error message that is appropriate to system ability.	O	No	Not met	
115	KALOS will include in the error message facility short error message descriptions (or brief descriptions).	M	No	Not met	
116	KALOS will include in the error message facility detailed error message descriptions.	M	Yes		
117	KALOS will include in the error message facility highlighting of	M	Yes		Available in version 1, not in version 9 (displays on error message window)

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Priority Requirements- KALOS Response

118	KALOS will provide software that allows all parameters to be stored from a single screen window input.	M	Yes		
119	KALOS will provide software that allows patients to be entered by name, DOB number or date of birth.	M	Allows name and DOB number - date of birth can be added		Date of birth is not available at the current time
120	KALOS will provide software that allows drug to be entered by NDC number, short name or drug name.	M	Yes		
121	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
122	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
123	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
124	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
125	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
126	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
127	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		
128	KALOS will provide software that allows the pharmacist to enter medication in various ways: single or multiple observations, standard or non-standard.	M	Yes		

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**Priority Requirements - KALOS Response**

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Priority Requirements- KALOS Response

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Priority Requirements: KALOS Responses

Req #	Description	M or O	Include With or without Modifications	Not Included	Comments
131	KALOS will provide a system that must provide request available for major interventions and changes	M	Yes		
134	KALOS will provide a system that as a rule prescription is filled, an automatic check will be conducted to find any other active prescriptions which are of the same therapeutic class	M	Yes		
133	KALOS will provide a system that allows the user not to enter the new prescription or do the old prescription and complete the new entry	M	Yes		
136	KALOS will provide a system that allows the operator to enter either a scheduled drug supply or quantity for both new and old prescriptions	M	Yes		
137	KALOS will provide a system that allows in the form of filling, an indication of whether a prescription is "Last On Hand" (LOH)	M	Yes		
138	KALOS will provide a system that allows in the form of filling, an indication of whether a prescription is not met	M	Yes		
140	KALOS will provide a system that provides a new part 20 list for	M	Yes		

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Priority Requirements: KALOS Responses

Req #	Description	M or O	Include With or without Modifications	Not Included	Comments
141	KALOS will provide a system to map the current form ordering "Keep on Hand" if the item is in medication is tagged as an EOP	M	Yes		
142	KALOS will provide a system that maps other system entry of a different quantity and does supply for refill than the amount used for the original fill	M	Yes		
143	KALOS will provide a system that maps system entry display the amount and the history when the desired quantity is selected	M	Yes		

Customer Anticipatory and Enhance

Req #	Description	M or O	Include With or without Modifications	Not Included	Comments
144	KALOS will update the pharmacy database within seven (7) days of a change from either MedShare, either First Databank	M	No	Not met	Link to First MedShare will be supplied to MEDDOC before the update occurs to MedShare (which 7 days after the update occurs)
145	KALOS will provide comprehensive system documentation to include system hardware	M	No		No two charts are available
146	KALOS will provide comprehensive system documentation to include system hardware	M	No		Documentation, rules the version 6, not complete for version 7
147	KALOS will provide comprehensive system documentation to include system hardware	M	No		No two charts are available

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Priority Requirements: KALOS Response

Req#	Description	M or O	Incl. With or without differentiation	Not Included	Comments
168	KALOS will provide comprehensive system documentation to include system program narratives.	M	No		User documentation is available for version 3.
169	KALOS will provide comprehensive system documentation to include a functional description.	M	No		No description is available.
170	KALOS will provide comprehensive system documentation to include system program narratives.	M	Yes		Available in version 3, in progress for version 4.
171	KALOS will provide comprehensive system documentation to include system program narratives.	M	Yes		Version 3 has report descriptions, to progress for version 4.
172	KALOS will provide comprehensive system documentation to include reports of flow and tables used in programs.	M	No		
173	KALOS will provide comprehensive system documentation to include audit, adequately designed.	M	No		
174	KALOS will provide comprehensive system documentation to include data dictionary.	M	Yes		
175	KALOS will provide comprehensive system documentation to include database layout.	M	Yes		
176	KALOS will provide comprehensive system documentation to include data at 25-40 per second.	M	No		KALOS will provide a summary of the database structure by date in a flat text format.
177	KALOS will provide comprehensive system documentation to include system.	M	Yes		

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Priority Requirements: KALOS Response

Req#	Description	M or O	Incl. With or without differentiation	Not Included	Comments
178	KALOS will provide comprehensive system documentation to include system program narratives.	M	No		Over the database on power, the only system which is handling by the system - the responsibility for this is the responsibility of NHDOT IT.

Req#	Description	M or O	Incl. With or without differentiation	Not Included	Comments
179	The Software will support any and all reports as required by New Hampshire Board of Pharmacy.	M	Yes		
180	The Software will support any and all reports as required by DEA.	M	Yes		
181	KALOS must provide the file and data structure.	M	Yes		
182	KALOS will provide a system capable of generating maintenance drug list and/or prescriptions.	M	Yes		
183	KALOS will provide a system capable of generating drug list by DEA controlled drug substance.	M	Yes		
184	KALOS will provide a system that reports will or could take by an outside for any selected controlled drug.	M	Yes		
185	KALOS will provide a system that reports will or could take by an outside for any selected controlled drug.	M	Yes		
186	KALOS will provide a system that reports will or could take by an outside for any selected controlled drug.	M	Yes		

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Priority Requirements- KALOS Response

305	report of modifications ordered by individual provider from front system of any work	Y	Yes			
306	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
307	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
308	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
309	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			

Vendor's Technical Services and Product Management

Requirement	Y or N	Include with or without modification	Not Included	Comments
310 The Software will be loaded on the hardware with the following minimum specifications: Pentium 4.5 Ghz Cpu 1GB RAM 40GB disk drive (2) 19" monitor Keyboard CD Rom Windows 2003 server	Y	Yes		

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Priority Requirements- KALOS Response

311	The Software will be loaded on the hardware with the following minimum specifications: Pentium 4.5 Ghz Cpu 1GB RAM 40GB disk drive 19" monitor Keyboard CD Rom Windows 2003 server	Y	Yes			
312	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
313	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
314	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
315	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			
316	KALOS will provide a report of modifications ordered by individual provider from front system of any work	Y	Yes			

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Priority Requirements- KALOS Response

217	KALOS will provide a copy of software to be installed on hardware and software systems by State Technical personnel	M	Yes		
218	KALOS will provide a document defining all hardware and software requirements (including operating system)	M	Yes		
219	KALOS will create documentation detailing all system administration functions and responsibilities, along with an outline for computer system administration staff	M	Yes		
220	KALOS will provide a walk-through which will include all system administration functions	M	Yes		
221	KALOS will maintain a report log which includes installation activities	M	Yes		
222	KALOS will maintain a log which includes any issues	M	Yes		
223	KALOS will maintain a report log which includes any issues	M	Yes		
224	KALOS will maintain a report log which includes any issues	M	Yes		
225	KALOS will maintain a system log with a log of issues and resolutions	M	Yes		
226	KALOS will provide a review walk-through which will include all system administration functions	M	Yes		

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Priority Requirements- KALOS Response

217	KALOS will provide a copy of software to be installed on hardware and software systems by State Technical personnel	M	Yes		
218	KALOS will provide a document defining all hardware and software requirements (including operating system)	M	Yes		
219	KALOS will create documentation detailing all system administration functions and responsibilities, along with an outline for computer system administration staff	M	Yes		
220	KALOS will provide a walk-through which will include all system administration functions	M	Yes		
221	KALOS will maintain a report log which includes installation activities	M	Yes		
222	KALOS will maintain a log which includes any issues	M	Yes		
223	KALOS will maintain a report log which includes any issues	M	Yes		
224	KALOS will maintain a report log which includes any issues	M	Yes		
225	KALOS will maintain a system log with a log of issues and resolutions	M	Yes		
226	KALOS will provide a review walk-through which will include all system administration functions	M	Yes		

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Priority Requirements to KALOS Response

	UAT is structured testing based on production test scripts				
337	KALOS will provide UAT or structured testing based on required equipment, plus all test, or "what if" testing scenarios	M	Yes		
338	KALOS must provide an error resolution plan prior to the contract signature which is accessible to the State Project Manager	M	Yes		
339	KALOS will conduct a UAT test, with final report log of all issues and resolutions	M	Yes		
340	KALOS, during development period of plan will provide to the NHDOC draft copies of user manuals for review and approval	M	Yes		
341	KALOS, during development period of the NHDOC plan will provide to the NHDOC draft copies of technical support manuals	M	Yes		
342	KALOS, during development period of the NHDOC plan will provide to the NHDOC draft copies of training manuals	M	Yes		
343	KALOS, during development period of the NHDOC plan will provide to the NHDOC draft copies of training manuals	M	Yes		
344	KALOS, during development period of the NHDOC plan will provide to the NHDOC draft copies of training manuals	M	Yes		

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Priority Requirements to KALOS Response

	draft copies of operational copies of site, technical support, and training manuals				
345	KALOS will determine a method of back up and recovery	M	No	Not Incl.	It is the responsibility of NHDOC to determine the method of back up and recovery of data. KALOS will assist in following IT staff the location of data while software and system. KALOS will also assist NHDOC in ensuring data to the server - NHDOC is responsible for getting the data from the backup in the server
346	KALOS will provide a documented process of obtaining system dump/ log file in the event of an application crash	M	No	Not Incl.	This is the responsibility of NHDOC IT. KALOS will assist in following NHDOC about all what is in the system
347	In case of server crash, network disaster, physical destruction of computer hardware (software, KALOS must be able to reconstruct the pharmacy system off the NHDOC's back up files	M	Yes		
348	KALOS will allow an option for the State to maintain operations of a different site in the event that the NHDOC system is not available	O	Yes		
349	KALOS will provide a system that allows for ordering and purge, where systems that can easily be migrated by the Chief Pharmacist	M	Yes		There is no system process, the purge system can be changed by the Pharmacist in writing a request and be added to version 3
350	KALOS will provide capability for pre-scheduling and purging records	M	No	Not Incl.	
351	KALOS will provide a	M	Yes		With prior plan, COC's only

2006-113 Exhibit B Priority Requirements

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Priority Requirements - KALOS Response

	system that must be compatible with Controlled Substance System (CDS) used by the NHDOC				exchange data through an ASCH for file. Data would be exchanged through interface. With the New York DOC we exchange data through system.
152	KALOS must provide software that will interface with Windows 95/NT operating system	M	Yes		
153	KALOS must provide a system that can interface SQL Server database	O	Yes		Version 1 used SQL. We are still in the process of incorporating all the features of version 1 into 2. Version 2 will be a database will come by Project One.
154	KALOS will provide a system capable of receiving information or multiple facilities using the same database table.	M	Yes		
155	KALOS will provide a system that allows the NHDOC to open other pharmacies and all pharmacies must share their data.	M	Yes		
156	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
157	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
158	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
159	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		

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Priority Requirements - KALOS Response

	system that supports a controlled pharmacy function that must be able to access the pharmacy.				
160	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
161	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
162	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
163	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
164	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
165	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
166	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
167	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
168	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
169	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
170	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
171	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
172	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
173	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
174	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
175	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
176	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
177	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
178	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
179	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
180	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
181	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
182	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
183	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
184	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
185	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
186	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
187	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
188	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
189	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
190	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
191	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
192	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
193	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
194	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
195	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
196	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
197	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
198	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
199	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		
200	KALOS will provide a system that supports a controlled pharmacy function that must be able to access the pharmacy.	M	Yes		

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Exhibit H

Priority Requirements- KALOS Response

131	KALOS will provide a response that has the ability to print on label or interface of the drug dispensed on the prescription label.	M	Yes		
134	KALOS will not place the entire or full for name from drug suppliers.	M	Yes		
141	KALOS will respond to Class A deficiencies with a telephone response within fifteen (15) minutes of receipt.	M	Yes		
170	KALOS will respond to Class A problems within one hour.	M	To the best of my ability. There may be cases that the problem cannot be analyzed and resolved within 60 minutes.		
171	KALOS shall provide support on-site or with remote diagnosis / services within four hours of a request when Class A problems are not resolved within one hour.	M	Remote diagnosis will be conducted with some privileges to service. Four hour on-site response is impossible due to the distance of KALOS from NHDOH.		
172	KALOS will respond to Class B deficiencies with a telephone response within four business hours of a request.	M	Yes		
173	KALOS will resolve the Class B problem within twenty-four business hours.	M	To the best of my ability. There may be cases that the problem cannot		

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Priority Requirements- KALOS Response

131	KALOS will provide a response that has the ability to print on label or interface of the drug dispensed on the prescription label.	M	Yes		
134	KALOS will not place the entire or full for name from drug suppliers.	M	Yes		
141	KALOS will respond to Class A deficiencies with a telephone response within fifteen (15) minutes of receipt.	M	Yes		
170	KALOS will respond to Class A problems within one hour.	M	To the best of my ability. There may be cases that the problem cannot be analyzed and resolved within 60 minutes.		
171	KALOS shall provide support on-site or with remote diagnosis / services within four hours of a request when Class A problems are not resolved within one hour.	M	Remote diagnosis will be conducted with some privileges to service. Four hour on-site response is impossible due to the distance of KALOS from NHDOH.		
172	KALOS will respond to Class B deficiencies with a telephone response within four business hours of a request.	M	Yes		
173	KALOS will resolve the Class B problem within twenty-four business hours.	M	To the best of my ability. There may be cases that the problem cannot		

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Priority Requirements: KALOS Response

			the following:		
310	KALOS support will include training and technical support.	M	Yes		
311	KALOS support will include preventive maintenance.	M	Yes		
312	KALOS support will include necessary software, upgrades and version control for distribution of system upgrades.	M	Yes		
313	KALOS will provide a technical support team that provides support for maintenance of applications software.	M	Yes		
314	KALOS will provide a technical support team that provides support for operating system and utilities.	M	KALOS will assist as much as possible, but NHDCC is responsible for the operating system and utilities.		
315	KALOS will provide a technical support team that provides support for system performance monitoring.	M	Yes		
316	KALOS will ensure the support services system is a reliable and operational 24-hour system during 8:00-1700 EST.	M	Normal KALOS business hours are 0800 to 1700 CST. A contract will be provided to NHDCC for completion of support services outside of business hours.		
317	KALOS will provide assistance to necessary support services outside the NHDCC's control.	M	NHDCC will have access to a toll phone number in support services outside of business hours.		

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Exhibit H

Priority Requirements: KALOS Response

			such as to be support person during out-of-business hours.		
318	KALOS will provide a Post customer support center that allows scheduled access.	M	The Post customer support center is open 0800 to 1700 CST.		
319	KALOS will provide perfectly standard program coding.	M	Yes		
320	KALOS will maintain NPTA compliance in pharmacy operations standards.	M	Yes		
321	KALOS will provide on-site training.	M	Yes, it is covered in the contract.		
322	KALOS will provide the availability of on-line technical support.	M	Version 3 has on-line help, version 9 is under development.		
323	KALOS will provide a user's manual.	M	A manual exists for version 3, it is under development for version 9.		
324	KALOS will provide a system that will have the ability to receive and interpret updates to the drug database provided by MediSpan or PDA Product.	M	Yes		
325	KALOS will provide hardware and computer resources for the software system. Software will be the Client Pharmacy or MedStar. It is possible the system is a system architecture and functioning.	M	Yes		

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Exhibit H

Priority Requirements - KALOS Response

250	KALOS must provide conversion from the current LPRS based on patient Software system (by Viking Computer Services) to the new vendor system.	M	Yes		The implementation of a conversion is based upon the amount of data available. Therefore it is possible that only some data can be migrated.
251	KALOS will supply a report that will include all prescriptions and demographics contained in the LPR.	M	Yes		
252	KALOS will transfer all records of the current system for the past four years (from date of conversion) to KALOS's system. (See Topic 14, Migration Strategy).	M	Yes		The in state, drug, doctor tables can be migrated. We will attempt the past four years of prescriptions if enough data can be migrated to re-construct the fill and rx tables.
253	KALOS will transfer all on-hand inventory records of the current system (approximately 10,000 items records and 100,000 prescriptions) from the past four years (from date of conversion) of the current system to KALOS's system.	M	Yes		Prescription records migration will depend on the data that can be migrated from the Viking system.
254	KALOS will transfer all inventory data (approximately 10,000 records) from the past four years (from date of conversion) to KALOS's system.	M	Yes		
255	KALOS will transfer all inventory data (from date of conversion) to KALOS's system.	M	Yes		If enough of the prescriptive data can be migrated to re-construct the record.

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Exhibit H

Priority Requirements - KALOS Response

256	KALOS will provide a report of security of the network, applications and database to the state.	M	Yes		We have security in the applications and data in a locked, secure environment - that would be the responsibility of NHDHS.
257	KALOS must provide a log to security system that identifies the user and the facility where they are logged.	M	Yes		
258	KALOS will provide a system where ED's can be added, changed or deleted by the authorized personnel in the pharmacy.	M	Yes		
259	KALOS will provide the ability to restrict access to the application database(s) from outside the application program.	M	Yes		Access can be through ODBC which normally is connected to a system log on.
260	KALOS will provide access to various capabilities. This includes multi-level security controls to prevent unauthorized use of system and control of data, patient access to Software and database, multi-level security controls and log of system/database transactions.	M	Yes		
261	KALOS will provide access restriction capability to prevent and inhibit.	M	Yes		
262	KALOS will provide access restriction capability to prevent and inhibit.	M	Yes		

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Exhibit M

Priority Requirements- KALOS Response

Item	Requirement	Response	Comments
109	KALOS will provide access to various capability to functions, i.e. add, change, delete, transfer, etc.	M	Yes
110	KALOS will provide access to various capability to functions, i.e. add, change, delete, transfer, etc.	M	Yes
111	KALOS will provide access to various capability to functions, i.e. add, change, delete, transfer, etc.	M	Yes
112	KALOS will provide access to various capability to functions, i.e. add, change, delete, transfer, etc.	M	Yes, not currently available
113	KALOS will provide a method of establishing a time-out limit within the system, normally and maximum a user's session if the user's workstation is left unattended for the established time frame. As entering the password before continuing would be required.	M	This is not done within our application. We do have some controls that control this through internal Windows operating system.
114	KALOS will provide the ability to suspend all user access when a user ID is terminated.	M	Yes
115	KALOS will allow for the maintenance of passwords and that the password only has to be entered once to maintain the system.	M	Yes, not presently in use, but MAROC.
116	KALOS will ensure each password has a minimum length of eight (8) characters in characters.	M	Yes

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Exhibit M

Priority Requirements- KALOS Response

Item	Requirement	Response	Comments
117	KALOS will ensure to each each password - carry on the password screen to prevent while being entered.	M	Yes
118	KALOS will establish a password screen to prevent the expiration of passwords.	M	Yes
119	KALOS will provide a prompt to display password at least five (5) days prior to expiration.	M	No
120	KALOS will provide an option where password has expired a first warning and one more high attempt to change that password.	M	No
121	KALOS will provide compliance with the time on Access, normally (EAS) 70 Days if successful.	M	No
122	KALOS will provide documentation describing KALOS's financial strength.	M	I have provided info on the provided if needed.
123	KALOS will provide a description of how (1) state program software installation that was completed in the last 24 (24) hours.	M	Yes
124	KALOS will provide a description of how (1) state program software installation that was completed in the last 24 (24) hours.	O	Yes
125	KALOS will ensure each password has a minimum length of eight (8) characters in characters.	O	Yes

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Exhibit H

Priority Requirements- KALOS Response

	Is the system capable of handling, storing, and managing by at least one customer by the due date of the State of NH RFP 2025-111 DOC Central Pharmacy Delivery System?				
124	KALOS application will be handling, stored, and managed by at least one customer by the due date of the State of NH RFP 2025-111 DOC Central Pharmacy Delivery System.	M	Yes		
127	KALOS will provide the actual system of KALOS's Program Manager (captioned as "Pharmacy")	M	Yes		
128	KALOS will promptly notify the user should a problem of the Project Staff become available, and shall render replacement services to the user's approved or recommended.	M	Yes		
129	KALOS must have three (3) measures who have ordered their pharmacy product within the past two (2) years.	O	Yes		
130	KALOS must provide for some of their services who have ordered their product.	O			
131	KALOS must have their "Pharmacy" located in a retail environment.	O	Off	Correctional Institution Pharmacy System is currently based and is not located in a retail setting.	

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Priority Requirements- KALOS Response

	Is the system capable of handling, storing, and managing by at least one customer by the due date of the State of NH RFP 2025-111 DOC Central Pharmacy Delivery System?				
131	KALOS must have their application located in a hospital environment.	O	Off	Correctional Institution Pharmacy System is currently based and is not located in a hospital setting.	
132	KALOS must have their application located in a Hospital, Home/Long-term care environment.	O	Yes, it is done for it for the State's School Department of Mental Health to serve long term care facilities.		
134	KALOS must have their application located in a correctional environment.	O	Yes		
135	KALOS will provide three (3) vendor references to include the pharmacy name, e-mail address, business number, how long KALOS has done business with each pharmacy.	M	Yes		See vendor Corporate Qualifications
136	KALOS will provide the background, address, telephone number and e-mail address of each reference.	M	Yes		
137	KALOS will provide for each reference, the duration of the	M	Yes		

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Exhibit B

Priority Requirements: KALOS Response

M1	KALOS will provide initial (monthly) 125 printing for software enhancements to include at least 10 program updates.	M	Yes	See section - cost proposal
M2	KALOS will provide annual plan (monthly) 125 for integration of First Databank subscription.	M	Yes	See section - cost proposal
M3	KALOS will provide printing for reporting initial purchase and first.	M	Yes	See section - cost proposal
M4	KALOS will provide printing for routine electronic order entry with provider drug history from display per requirements.	M	Yes	See section - cost proposal
M5	KALOS will provide printing for in-house electronic order entry with provider drug history from display per requirements.	M	Yes	See section - cost proposal
M6	KALOS will provide printing for routine provider survey and work orders.	M	Yes	See section - cost proposal

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Exhibit C  
Work Plan

The KALOS Project Manager and the State Project Manager will develop the Work Plan within two (2) days of the Effective Date ("Revised Work Plan") and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are demonstrated in accordance with KALOS' plan to implement the software application, CPE. Continued development and management of the Work Plan is a joint effort on the part of the KALOS and State Project Managers. The preliminary Work Plan created by KALOS and the State is set forth at the end of this Exhibit.

1. ASSUMPTIONS

The following assumptions are the basis for the KALOS preliminary Work Plan and related cost proposal.

A. General

- The State must have a fully Operational System completed on or before December 14, 2006.
- The State will provide state assistance with decision-making authority to support the implementation efforts, at the level outlined in the State Staffing Plans in the Request for Proposal and in the KALOS proposal response.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within 8-12 business days. Issues not resolved within this brief period will be escalated to the State Project Manager for resolution.
- Any software, hardware or items taken on by the State that affect the currently agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- KALOS shall provide a separate answer agreement for the CPE application.
- KALOS shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The KALOS Team will have all holidays observed by KALOS or the State, although with permission, may choose to work on holidays and weekends.
- The KALOS Team will be performing this Project at State facilities.
- The State will provide adequate facilities for the KALOS Team, including PCs, phones, Virtual Private Network (VPN) access, and network-based internet capability and access to any necessary internal State networks and/or software (within State security).

C. Project Management

- KALOS' shall use a project management methodology approved by the State.
- The State will provide the KALOS Team with reasonable access to the State personnel as needed to complete project tasks.

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Exhibit I  
Work Plan

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State will provide the hardware and operating system to host the Project's implementation and production systems. Hardware and operating system environments must be sized to support a minimum of one (1) instance of the application (instances include: configuration, development, system integration testing, acceptance testing, training, and production). It is assumed that all instances are installed on similar hardware configurations and operating systems.
- The State's hardware operating environment and supporting software must meet KALOS certification requirements for the application deployment being installed.
- The State is responsible for providing the Internet access.
- The KALOS Team will implement CIPS Version 9 application.
- All disk and memory requirements based on the KALOS written recommendation will be satisfied prior to the KALOS Team starting with any installation activities on the State's platform.
- Designated State systems personnel will be available for adjustments to operating systems, configurations and testing.

E. Conversions

- The KALOS Team will lead the State with the mapping of the legacy data to the KALOS Application. Additionally, the KALOS Team will:
  - Document the application data requirements and examples of data mappings, conversion scripts, and data loaders. The KALOS Team will identify the APIs used in the design and development of the conversion.
  - Document the use of the Data Loaders and Conversion Scripts provided.
  - Lead the review of functional and technical specifications.
  - Lead the resolution of problems and issues associated with the development and implementation of the conversions.
  - Report specific data items that did not map from the State's existing database to CIPS.

F. Project Schedule

Deployment is planned to begin in November 2006 with a planned go-live date of December 26, 2006.

G. Reporting

KALOS will conduct weekly status meetings and provide reports which include, but are not limited to, minutes, action items, User Acceptance Testing and results, and Documentation.

H. User Training

- KALOS will lead the development of the end-user training plan.
- KALOS will train NIDOC personnel on the CIPS application.

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Exhibit I  
Work Plan

- The State will schedule students for end-user training classes.

2. ROLES AND RESPONSIBILITIES

A. KALOS Roles and Responsibilities

1) KALOS Project Manager

The KALOS Project Manager will have overall responsibility for the day-to-day management of the Project and will plan, track, and manage the activities of the KALOS implementation team. The KALOS Project Manager will have the following responsibilities:

- Maintain communications with the State Project Manager.
- Work with the State in planning and conducting a kick-off meeting.
- Create and maintain the Project Work Plan.
- Assign KALOS Team tasks to the implementation Project according to the scheduled staffing requirements.
- Define roles and responsibilities of all KALOS 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 to achieve progress.
- Review requirements and scheduling changes and identify the impact on the project to identify whether the changes require a change of scope.
- Implement scope and schedule changes as authorized by the State Project Manager and with appropriate change control approvals as identified in the implementation Plan.
- Inform the State Project Manager and staff of any urgent issues, if and when they arise, and
- Provide the State completed Project Deliverables and obtain sign-off from the State Project Manager.

2) KALOS Team

The KALOS Team will ensure the following tasks:

- Develop and review functional and technical specification to determine that they are at an appropriate level of detail and quality.
- Develop and document conversion and interface programs in accordance with functional and technical specifications.
- Develop and document installation procedures; and
- Develop and execute unit test scripts.
- Test unit conversions and develop interfaces; and
- Test system integration of the CIPS application and State data.

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Exhibit I  
Work Plan

B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the needs determined by the State Project Manager and the phase of the implementation.

1) State Project Manager

The State Project Manager has the following responsibilities:

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

2) State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;
- Assist the State and KALOS Project Manager to establish the Project's detailed Work Plan;
- Manage the day-to-day activities of the State technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Project Work Plan;
- Work with the KALOS Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's Project development and production environments.

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Exhibit I  
Work Plan

- Work in partnership with the KALOS and lead the State technical staff efforts in documenting the technical operational procedures and processes for the Project. (Note: This is a Project Deliverable and KALOS will lead the overall effort with support and assistance from the State); and
- Represent the technical efforts of the State at weekly project meetings.

3) State Network Administrator

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

4) State Testing Lead

The State Testing Lead will lead and coordinate the State's testing efforts. Responsibilities include:

- Development of system, integrations, performance, and acceptance testing plans in conjunction with KALOS;
- Lead system, integration, performance, and acceptance testing;
- Chair test review meetings;
- Coordinate the State team and external third parties involvement in testing;
- Ensure that proposed process changes are considered by process owners;
- Establish priorities of deficiencies requiring resolution; and
- Track deficiencies through resolution.

1. SOFTWARE APPLICATION

The software application provided is the Correctional Institution Pharmacy System (CIPS).

4. CONVERSIONS

The planned conversions within the scope of this Contract are identified in Table 1: Planned Conversions.

Table 1: Planned Conversions

Conversion	Components, If Applicable	Test Responsibilities	Deployment
PHARMACY DATA	CIPS	LaParo	Fully tested application with State of New Hampshire Data
PHARMACY DATA	CIPS - Final Version	LaParo	On-Line



State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
Exhibit 1  
Work Plan

- A. Conversion Testing Responsibilities
- The KALOS Team and the State, based on their assigned conversion responsibilities, as set forth in Exhibit 1: Testing Services shall:
- Identify appropriate test scripts and instrumentation requirements, adapt them to the Project specifications, test the hardware process, and compare with the documented expected results.
  - Execute the appropriate test scripts that compare the conversion and compare execution results with the documented expected results.
  - Develop and test test conversion.
  - Jointly conduct system and integration testing, verifying and validating the accuracy and completeness of the conversion.
  - Jointly verify and validate the accuracy and completeness of the conversion for conversion testing and production.

The State shall document the technical specifications of all programs that convert and format data from the legacy systems for use by the conversion programs.

5. APPLICATION MODIFICATION

The KALOS Team will implement the following application modifications identified in Table 2: Modifications - KALOS Developed by February 15, 1997.

Table 2: Modifications - KALOS Developed

Modification	Description
1. KALOS will supply a system of presentation with other data points.	
2. KALOS will supply a system of presentation with other data points.	
3. KALOS will supply a system of presentation with other data points.	

6. PRELIMINARY WORK PLAN

Appendix 1: Preliminary 1997 Project Plan detailing the preliminary Work Plan.

Table 2: Preliminary 1997 Project Plan

Task	Task Description	Status	Completion
1	Task 1: KALOS will supply a system of presentation with other data points.	Software	On-going
2	Task 2: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
3	Task 3: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
4	Task 4: KALOS will supply a system of presentation with other data points.	Software	12/15/1996

State (1) Exhibit 1 Work Plan  
Initial All Pages  
Comments Below

11/28/96

Page 4 of 7

State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
Exhibit 2  
Work Plan

Task	Task Description	Status	Completion
1	Task 1: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
2	Task 2: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
3	Task 3: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
4	Task 4: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
5	Task 5: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
6	Task 6: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
7	Task 7: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
8	Task 8: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
9	Task 9: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
10	Task 10: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
11	Task 11: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
12	Task 12: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
13	Task 13: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
14	Task 14: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
15	Task 15: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
16	Task 16: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
17	Task 17: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
18	Task 18: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
19	Task 19: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
20	Task 20: KALOS will supply a system of presentation with other data points.	Software	12/15/1996
21	Task 21: KALOS will supply a system of presentation with other data points.	Software	12/15/1996

State (1) Exhibit 2 Work Plan  
Initial All Pages  
Comments Below

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State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit A

CPS Application Software License and Related Terms

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Exhibit B Price and Payment Schedule, KALOS hereby grants to the State a personal, nonexclusive, nontransferable, and non-sublicensable license to use the CPS Software, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the CPS Application Software, and in such event, the State shall first obtain written agreement from each agent and contractor that each shall abide by the terms and conditions set forth herein.

2. DOCUMENTATION

KALOS shall provide the State with CPS Application Software Documentation with the CPS Application Software. The State shall have the right to make a sufficient number of copies of the CPS Software for its licensed use and one copy of each program media.

KALOS shall provide the State with two (2) user manuals and hard copy versions of the software's standard Documentation and one (1) electronic version of the Documentation in Microsoft WORD and PDF format. The State agrees to exclude copyright and proprietary notice provided to the State by KALOS in such copies.

3. RESTRICTIONS

The State shall not:

2. reuse or modify any program, including or any part of, KALOS' proprietary rights;
3. make the program or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
4. Cause or permit reverse engineering, disassembly or decompilation of the program.

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the CPS Application Software shall remain with KALOS.

5. WARRANTY

KALOS warrants that the CPS Application Software licensed to the State will operate according to its specifications, as described in the CPS Application Software documentation, for five (5) years after delivery. The State agrees that KALOS of any CPS Application Software warranty deficiency within ninety (90) days of its inception. The software provided by KALOS is as is and does not represent the making, manufacturing, judgment and responsibility of the manufacturer and neither shall it.

For any deficiency in the above warranty, the State's remedy shall be: (a) the restoration of program errors that caused the deficiency of the warranty, or (b) in the event KALOS fails to correct the deficiency within the allotted period of time, the State may, at its option, (1) demand KALOS to deliver, terminate the contract, in whole or in part, without penalty or liability to the State; (2) return KALOS' CPS Application Software and receive a full refund within ninety (90) days.

Exhibit A CPS Application Software License

Initial All Pages

11/2/2006

Page 1 of 1

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit B

CPS Application Software License and Related Terms

Any, for all amounts paid to KALOS under the Contract, including but not limited to, any applicable license fees, and (2) permit its reseller's liability to be low and in equity.

6. CPS SOFTWARE ESCROW

6.1 KALOS represents and warrants that the currently existing source code for the CPS Application Software licensed to the State under the Contract, as well as the Documentation for such CPS Application Software, and derivative materials in the source code for the CPS Application Software (the "Deposit Materials") have been deposited, in an escrow account established at the escrow agent as required by the Contract. Future Deposit Materials for other version releases of the CPS Software are subject to be deposited in the State as future code that is deposited in the escrow account (hereinafter referred to as "Escrow") within the first commercial shipment of such code release. KALOS shall promptly pay to the Escrow Agent all expenses that the Escrow Agent incurs under the Escrow Agreement to maintain the CPS Application Software in escrow.

6.2 KALOS agrees that, upon execution of this Contract, the State will be added to the Escrow Agent as a beneficiary. The Escrow Agent will notify the State that it has been added to a beneficiary within a commercially reasonable time. Thereafter, upon the request of the State, to be made no more frequently than annually, KALOS shall provide the State with written verification that the CPS Application Software has been deposited with the Escrow Agent.

6.3 The Escrow Agent shall make and release a copy of the applicable Deposit Materials to the State upon the occurrence of any of the following events ("Release Events"):

- (a) KALOS insolvency or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- (b) KALOS has made an assignment for the benefit of creditors;
- (c) A receiver or similar officer has been appointed to take charge of all or part of KALOS' assets;
- (d) KALOS terminates its maintenance and support services for the CPS Application Software or has ceased supporting and maintaining the CPS Application Software for the time whether due to its inability to conduct business generally or otherwise, except to the extent where the termination or cessation is a result of the bankruptcy or other event of the State or
- (e) KALOS defaults under the Contract; or
- (f) KALOS ceases its on-going business operations or that portion of its business operations relating to the development and maintenance of the CPS Application Software.

6.4 In the event that Deposit Materials are released from escrow to the State, KALOS hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the Deposit Materials, and to authorize others to do the same on behalf of the State (contractors, agents, etc.), solely for the purpose of completing the performance of

Exhibit B CPS Application Software License

Initial All Pages

11/2/2006

Page 2 of 2

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Software  
Exhibit 1  
CPS Application Software License and Related Terms

KALOS' obligations under the Contract, including, but not limited to, providing maintenance and support for the CPS Application Software and subject to the rights granted in this Contract.

- 1.3 KALOS agrees to pay all costs associated with the software covered by this Contract, except the amount that is spent on reproduction and distribution of copies of the Deposit Materials to the State, including all related materials submitted to support.

1. VIEWS

As a part of its internal development process, KALOS shall use reasonable efforts to use the CPS Application Software for views. KALOS shall maintain a master copy of the appropriate version of the CPS Application Software, free of views. If the State believes a view may be present in the delivered CPS Application Software, then upon its request, KALOS shall provide a master copy for comparison with and correction of the State's copy of the CPS Application Software.

2. AUDIT

Upon receipt of (15) days written notice, KALOS may audit the State's use of the program at KALOS' sole expense. The State agrees to cooperate with KALOS' audit and provide reasonable assistance and access to information. The State agrees that KALOS shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, KALOS' audit rights are subject to applicable State and Federal laws and regulations.

3. NON-INFRINGEMENT

KALOS warrants that it has good title to, or the right to allow the State to use, all services and deliverables, and including but not limited to, all software provided under this Contract, and that such services and deliverables, and Software ("Materials") 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 ongoing and personal 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, KALOS shall defend and indemnify the State against the claim provided that the State:

- Promptly notify KALOS, in writing, not later than 30 days after the State receives actual written notice of such claim;
- Obtain KALOS' consent of the defense and any settlement or judgment; and
- Cover KALOS' for reasonable attorney's and other costs reasonably needed to defend a claim or settle the claim.

Notwithstanding the foregoing, the State's consent may participate in any claim to the extent the State seeks to assert any insurance or defense applicable to the State.

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Software  
Exhibit 2  
CPS Application Software License and Related Terms

If KALOS believes as it is determined that any of the Material may have violated someone's (the "third party") intellectual property rights, KALOS may choose to either notify the Material to be non-infringing or obtain a license to allow for continued use, or if State obtained use use not commercially reasonable, KALOS may and he license fee, and require return of the applicable Material and related all fees the State has paid KALOS under the Contract.

KALOS will not indemnify the State if the State shows the Material without KALOS' consent, or uses it outside the scope of use identified in KALOS' use Documentation or if the State uses a version of the Material which has been approved, if the third party claim could have been avoided by using an approved version of the Material which was provided to the State as no additional cost. KALOS will not indemnify the State in the event that an infringement claim is based upon any information design, modification, integration, software, data, or material not furnished by KALOS. KALOS will not indemnify the State in the event that an infringement claim is based upon the modification of any Material with any products or services not provided by KALOS, without KALOS' consent.



State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit K  
Warranty and Warranty Service

- A. KALOS will provide loan training to the State, during normal business hours with no cost / charges acknowledgement response within two (2) hours of request, with customer support dependent upon the severity of the Defectivity.
  1. KALOS will provide on off hours phone support.
  2. Maintain a record of the activities related to warranty issues or maintenance activities performed by the State.
  3. For all Warranty Services calls, KALOS shall ensure the following information will be collected and maintained: 1) nature of the Defectivity; 2) current status of the Defectivity; 3) action plan, date, and time; 4) on going and total completion time; 5) Defectivity resolution information.
  4. KALOS shall work with the State to identify and troubleshoot potentially large-scale Software failure or Defectivity by collecting the following information: 1) current time between reported Defectivity with the Software; 2) frequency of the error rates of the problem; and 3) identification of repeat calls to report Software problems.
  5. All Defectivity found during the Warranty Period and all Defectivity found with the Warranty Software shall be corrected by KALOS within sixty (60) business days of discovery, unless resolved by the State, and all at no additional cost to the State.
- In the event KALOS fails to correct a Defectivity within the stated period of time, the State may, at its option: 1) require KALOS to defend, terminate the contract, to provide or to pay, without penalty or liability to the State; 2) require KALOS' CPS Application Software and resolve a full refund within sixty (60) days for all amounts paid to KALOS; 3) require the Contract, including but not limited to, any applicable license fees; and 4) pursue its remedies available at law and in equity.
- Notwithstanding any provision of the Contract, the State's option to require KALOS to defend, 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 SAT and extend for one hundred and twenty (120) days.

If, after the last ninety (90) days after the Software is deployed, the Software fails to operate in accordance with the State's requirements, the Warranty Period shall extend to the Defectivity, and a new one hundred and twenty (120) day Warranty Period shall begin. Any further Defectivity with the Software must be corrected and run back over the one hundred and twenty (120) consecutive calendar days.

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit L  
Training Services

KALOS shall provide the following training services: All services are to be offered on-site at the New Hampshire Department of Corrections (NHDOC) and will be available for up to five (5) students.

1. Instructor-Led Class Training  
KALOS will provide instructor-led CPE training on-site at NHDOC. This method will provide NHDOC personnel with the in-depth knowledge and hands-on experience needed to their working with the CPS application.  
KALOS shall provide on-site training for one (1) day at the Introduction/ Kick off meeting, seven (7) days of on-site training during the on-site from the State Visiting location to the CPS application system and 3) days on-site for on-site and on-site training.
2. Approach  
The KALOS Team will:  
1. Lead the development and implementation of the Training Plan.  
2. Provide guidance, coaching, materials, and tools.  
3. Analyze staff requirements.  
4. Define roles, responsibilities, and estimated support length.  
5. Lead the development of materials and documentation to include: KALOS providing detailed documentation in electronic format that can be modified and updated.
3. Training Plan  
The KALOS Team will act as the training lead and will provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audience, and deployment location throughout the Project lifecycle.
4. Prepare Training Materials and End-User Documentation  
The KALOS Team will lead the efforts to produce the training materials and end-user documentation.

2. TRAINING

Training shall occur at the New Hampshire state's prison pharmacy located at 211 North State Street, Concord, NH. Training is provided to one (1) day during the kick off meeting and two (2) days during system roll-over.

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit M

NH DOC RFP 2006-113 with Addendums Incorporated

NH DOC RFP 2006-113 (with Addendums 1 and 3)

Incorporated is attached herewith.

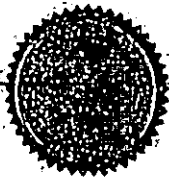
STATE OF NEW HAMPSHIRE  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit N  
Contractor Proposal by Reference

Kader, Inc. Proposal to the Office of Information Technology DOC RFP 2006-113 is incorporated herein by reference.

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. O'Connell, Secretary of State of the State of New Hampshire, do hereby certify that KALOS, INC. D.B.A. IN NEW HAMPSHIRE AS KALOS SOFTWARE, AN KANSAS corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2006. I further certify that all fees required by the Secretary of State's office have been paid.



IN TESTIMONY WHEREOF, I have set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of September, A.D. 2006.

*W. M. O'Connell*  
William M. O'Connell  
Secretary of State

State of New Hampshire  
Office of Information Technology  
Control Pharmacy Software Delivery  
Exhibit O  
Certificate of Vote

CERUKEA

(Corporation Without Seal)

1. MARTIN SHAW Clerk/Secretary of the

KALOS INC do hereby certify that

(1) I am the duly elected and acting Clerk/Secretary of the KALOS INC

KALOS INC corporation (State of incorporation) (the "Corporation");

(2) I maintain and have custody and has knowledge with the minute books of the Corporation;

(3) I am duly authorized to take certification with respect to the contents of such books;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 21st day of September, 2006, which meeting was duly held in accordance with the laws of the State of New Hampshire (State of incorporation) by and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance of certain IT Consulting services, and that the President (and Vice President) and the Treasurer (or any of them acting jointly) be and hereby (s) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to file any and all such returns, agreements and other instruments (and any amendments, revisions or modifications thereto) and (s) (he) (or any of them) may deem necessary, desirable or appropriate to consummate the same;

RESOLVED: That the signatures of any officers of this Corporation affixed to any instrument or document be authenticated by these resolutions as all to constitute evidence of the authority of said officers to bind this Corporation thereby;

(5) the foregoing resolutions have been accepted, read, and approved in my presence and remain in full force and effect as of the date hereof;

(6) the following person(s) (name) (names) have duly elected to and now occupy the office(s) indicated to have:

James A. Schaefer, Jr. President

Vice President

Treasurer

NOTED TO BE THE OFFICIAL CERTIFICATE OF VOTE  
Noted At Page:  
Comptroller Seal: 227  
11/27/2006

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit O  
Certificate of Vote

(7) the corporation has no debt.

In WITNESS WHEREOF, I have hereunto set my hand at the Clerk's Office of the Corporation  
this 9 day of November, 2008

*Michael R. Springer*  
Secretary

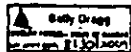
STATE OF NEW HAMPSHIRE  
COUNTY OF SHERBORNE

On this 9 day of November, 2008, before me,  
Billy Dragg, the undersigned Officer, personally appeared  
Michael R. Springer, who acknowledged himself to be the  
Secretary of Central Pharmacy Software Delivery, a corporation, and that  
he is duly authorized to do so, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the corporation by him/itself as  
Secretary.

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

*Billy Dragg*  
Notary Public in and for the State of New Hampshire

My Commission Expires 11/30/2009



SEE TO EXHIBIT O-Continued Certificate of Vote  
Exhibit All Pages  
10

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit P  
Contractor Certificate of Authority

Secret Contractor Certificate of Authority Form

New Hampshire Certificate of Authority or Certificate of Good Standing

(VENDOR MUST TO SUBMIT)

As a condition of contract award, the Vendor must furnish a Certificate of Authority/Good Standing dated after April 1, 2008, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State  
State House Annex  
25 Capital Street  
Concord, New Hampshire 03301  
603-271-3344

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

SEE TO EXHIBIT O-Continued Certificate of Authority  
Exhibit All Pages  
Overwritten with 10/7/2008

Page



282-4917

A performance bond is not required.

11/2/2010

Page 1 of 1

STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY  
CENTRAL PHARMACY DELIVERY SOFTWARE  
DOC RFP 2006-113

State of New Hampshire Proposed Technical Form Letter

Company Name: KALIX, Inc.  
Address: 3515 SR 10, Suite 200B  
TRAVER, CT 06460

To: All Departments of Corrections  
Point of Contact: John Lefebvre  
Telephone: (603) 771-6900  
Email: John.Lefebvre@doe.state.nh.us

Re: Request for Proposal Number: DOC RFP 2006-113  
Proposed Number: DOC 2006-113  
Proposed Opening Date and Time: Wednesday, May 10, 2006 at 2:00 PM

Dear Sir:

Company Name: Kalix, Inc. hereby offers to bid on the State of New Hampshire the services outlined in DOC RFP 2006-113 Central Pharmacy Delivery Software, in the project entitled as "Vendor, Agreement, Jordan VII, Cost Proposal, and Appendix 2 Pricing Worksheet". In compliance with the requirements of this RFP and all specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions set forth in RFP Section 5: General Contract Requirements and Appendix 2: State of New Hampshire Terms and Conditions.

Company Name: Kalix, Inc. is committed to legally and justly compete.

Company Name: Kalix, Inc.

We state as the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the State of New Hampshire Terms and Conditions in Appendix C-4 and General Requirements in Section 5, which shall form the basis of any Contract resulting from this RFP. No terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The proposal is effective for a period of 180 days or until the Effective Date of any resulting contract, whichever is later.

That the prices quoted in the proposal were calculated without collusion with other eligible vendors and without effort to procure the State of New Hampshire from obtaining the best possible competitive price.

The Vendor has read, signed, and executed this RFP and any subsequent addendums.

Our official point of contact is Jim Seaton.

Title: President

Telephone: 860-218-2188

Authorized Signature: John Lefebvre

Authorized Signature: John Lefebvre

State of New Hampshire  
Office of Information Technology  
Central Pharmacy Software Delivery  
Exhibit T

Required IT Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the State.
2. All products developed (procedures, specifications, documentation, program code, etc.) are made for the use and ownership of the State of New Hampshire. All products developed must conform to the State of New Hampshire Contract Terms and Conditions.
3. Any intellectual information created by the Vendor in connection with the contract, including but not limited to the work product of the Vendor and provided by the Vendor.
4. Vendor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Vendor during the course of the Contract.
5. Vendor must make the individuals available to be interviewed by the State prior to the Project assignment.
6. Vendor and its employees assigned to this Project must sign a "Computer Access and Use Agreement."
7. The State may require a detailed background check on any individual assigned to the Project, in this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.