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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

Peter C. Hastings
Commissioner

March 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, N.H. 03301

Sole Source

REQUESTED ACTION

Authorize the Department of Information Technology, to enter into a **sole source** contract with Netsmart Technologies, Inc. (Vendor #163804) at 3500 Sunrise Highway, Suite D122, Great River, NY 11739 in the amount of \$360,375.34 to upgrade and add user licenses to New Hampshire Hospital's integrated clinical and financial software system, effective April 9, 2014 or upon date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Funds are available in the following accounts for SFY 2014 through SFY 2015 with authority to adjust amounts between State Fiscal Years if needed and justified. **100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 70% General Funds and 30% Federal Funds.**

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 038-509038 - Software	03950175	\$ 76,654.50	\$ 76,654.50
2015	01-03-03-030010-76950000 - DoIT- IT for DHHS 038-509038 - Software	03950175	\$283,720.84	\$283,720.84
			GRAND TOTAL	\$360,375.34

EXPLANATION

With this **sole source** contract, New Hampshire Hospital seeks to enhance their clinical and financial management application through an upgrade of their current software, Netsmart Avatar, to the myAvatar application to implement electronic health records and ensure compliance with the federal Medicaid requirements for billing and coding, ICD-10. If the ICD-10

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 26, 2014
Page 2

billing codes are not programmed into the system for use by October 1, 2014, the New Hampshire Hospital will forfeit a substantial amount of Medicaid reimbursement.

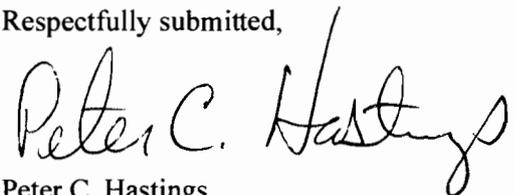
This is a **sole source** request because Netsmart Technologies, Inc. is the only vendor able to provide these application upgrade implementation services and to provide additional user licenses for this proprietary software. Reprocurement was not considered due to the level of current investment in the Netsmart technology. In addition to being more costly, the time required to reprocure, deploy, and train staff on a new system, would far exceed the seven months available before the October 1st ICD-10 deadline.

The project includes the following major components:

- To enable the full implementation of Electronic Health Records that will replace paper documentation seeking to improve patient outcomes and reduce administrative costs.
- To enable continued processing of Medicaid Claims through adoption of federally mandated ICD-10 Diagnosis Codes used to report medical diagnosis and inpatient procedures.
- To expand the deployment of New Hampshire Hospitals integrated clinical and financial management by adding additional user licenses.

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

Respectfully submitted,



Peter C. Hastings
Commissioner

PCH/ltn
2014-066



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Commissioner

March 21, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter in to a contract with Netsmart Technologies, Inc. of Great River NY, as described below and referenced as DoIT No. 2014-066.

The purpose of this contract is to upgrade New Hampshire Hospital's system to myAvatar, an integrated clinical and financial software system developed by Netsmart Technologies. Included in this upgrade is the adoption of federally mandated ICD-10 Diagnosis Codes, full implementation of Electronic Health Records, and additional licenses. The amount of the contract shall not exceed \$360,375.34 and the term the contract shall be from Governor and Executive Council approval through June 30, 2015.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
RFP 2014-066

cc: William Howley, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
TRAINING REGISTRATION CONTRACT
CONTRACT 2014-066
AGREEMENT- PART 1**

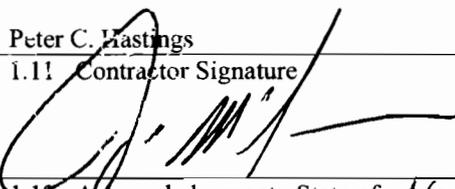
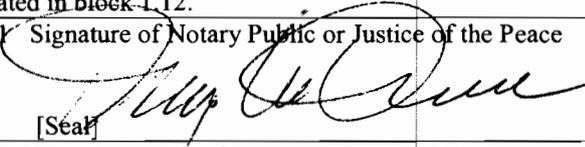
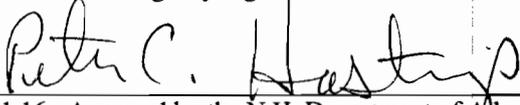
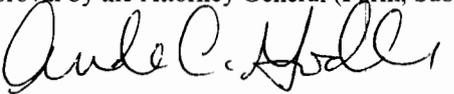
Subject: New Hampshire Hospital - Software & Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Information Technology		1.2 State Agency Address 27 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Netsmart Technologies, Inc.		1.4 Contractor Address 3500 Sunrise Highway, Suite D122 Great River, New York 11739	
1.5 Contractor Phone Number (860) 742-8326	1.6 Account Number See Attached	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$360,375.34
1.9 Contracting Officer for State Agency Peter C. Hastings		1.10 State Agency Telephone Number (603) 271-1516	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Joe McGovern, Executive Vice President	
1.12 Acknowledgement: State of <i>New York</i> County of <i>Suffolk</i> On <i>March 20, 2014</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		TIMOTHY M. DONOVAN Notary Public, State of New York No. 02DO4715210 Qualified in Suffolk County Commission Expires Sept. 30, 20 <i>14</i>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Peter C. Hastings, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <i>3/20/14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NetSmart Technologies Contract #2014-066
Funding Accounts
Attachment 1 P-37

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	AMOUNT	TOTALS
CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC			
2014	01-03-03-030010-76950000- DoIT- IT for DHHS 038-509038 - Software	\$ 76,654.50	\$ 76,654.50
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		GRAND TOTAL	\$360,375.34

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) – PART 2**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Test and Review	Tests performed to determine that no Class A Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
CCP	Change Control Procedures
CR	Change Request
COTS	Commercial Off-The-Shelf Software
CM	Configuration Management
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

Contract Agreement #2014-066-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: JM

Date: 3/20/14

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) – PART 2**

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

Contract Agreement #2014-066-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: JTM

Date: 3/20/14

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) – PART 2**

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

Contract Agreement #2014-066-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.’s Initials: JM

Date: 3/20/14

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) – PART 2**

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

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

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User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Project (Work) Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

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

This contract will consist of 3 segments, as follows:

SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

The State will be upgrading the current version of Avatar to myAvatar. This upgrade is required to enable the full implementation of the Electronic Health Record (EHR) at New Hampshire Hospital in addition to the ICD 10, which is a mandate of the Federal government to implement by October 2014 to avoid financial penalties. The approval of funding within this proposal ensures that the State will have the necessary software and implementation services to meet this deadline.

SEGMENT 2- ADDITIONAL RAD & CACHE END USER LICENSES

The State understands that more users will be accessing the Electronic Health Record (EHR) software application at Go Live. These additional licenses will allow staff members to have access to the EHR to perform their jobs. Without the licenses, staff members would have to document their work on paper, which is outside of the system and voids the purpose of automation.

SEGMENT 3 – ICD-10 IMPLEMENTATION SERVICES

On October 1, 2014, the industry will be moving to the ICD-10 code set for diagnostic and inpatient procedure billing. In addition, the American Psychiatric Association released DSM-5 in June 2013. This latest version of the DSM manual includes significant changes to the way that a diagnosis is recorded including the removal of all Axes designations. As a result of these changes, Netsmart has made changes to the myAvatar platform to support these transitions. The purpose of this segment is to outline the requirements and deliverables for the implementation and project management of the State’s Implementation of the ICD-10 package. The scope is based on the latest generally available software release that supports ICD-10, project timeline, and use of Plexus implementation methodology and recommendations. The details of the scope of services are included within this document.

RECITALS

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

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

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The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

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

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

1.2 Order of Precedence

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37 - Contract Agreement (Part 1)*
- b. State of New Hampshire, DoIT Contract 2014-066 (Part 2 and Part 3)

1.3 Contract Term

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

The Contract shall begin on the Effective Date and extend through June 30, 2015.

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

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

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pay the Contracted Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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

2. COMPENSATION

2.1 Contract Price

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

2.2 Non-Exclusive, Not to Exceed Contract

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

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

The State shall reserve \$15,000.00 for change orders and/or Federal mandated ICD-10 implementation changes (as they may occur) affecting the current go live date of October 2014.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$360,375.34.

3. CONTRACT MANAGEMENT

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

3.1 The Vendor’s Contract Manager

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

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

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3.2 The Vendor's Project Manager

3.2.1 Contract Project Manager

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

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

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

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

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3.2.5 The Contracted Vendor Project Manager is:

TBD; Project Manager
Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Tel: Office (330) 299-9966 / Mobile (330) 502-3469
Email: dprox@ntst.com

3.3 The Contracted Vendor Key Project Staff

3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the contract. The State may conduct reference checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor’s Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.

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

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

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

The Contracted Vendor’s Key Project Staff:

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

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3.4 State Contract Manager

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

Michael O'Neil
Department of Information Services
27 Hazen Drive
Concord, NH 03301
Tel: (603) 271-3459
Email : MOneil@doit.state.nh.us

3.5 State Project Manager

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

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

The State Project Manager is:

Kim Nadeau
New Hampshire Hospital
Department of Health and Human Services
36 Clinton Street
Concord, NH 03301
Tel: (603) 271-5300
Email: Kim.D.Nadeau@dhhs.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contracted Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 12: *Use of State's Information, Confidentiality.*

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4. DELIVERABLES

4.1 Vendor Responsibilities

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

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

4.2 Deliverables and Services

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

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

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4.4 System/Software Testing and Acceptance

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

4.5 Security

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

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

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

5. SOFTWARE

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

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

5.3 Restrictions

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

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

5.4 Title

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

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6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

7.5 Maintenance and Support Services

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

8. WORK PLAN DELIVERABLE

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

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

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

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

In the event additional time is required by the Contracted Vendor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contracted Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default (See Section 13.1), at its discretion, if it is dissatisfied due to Vendors non-performance of its elements within the Work Plan (See Exhibit I).

9. CHANGE ORDERS

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

The Contracted Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contracted Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Health and Human Services, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

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10. INTELLECTUAL PROPERTY

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

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

10.1 State's Data

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

10.2 Vendor's Materials

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

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

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

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10.4 Survival

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

11. USE OF STATE’S INFORMATION, CONFIDENTIALITY

11.1 Use of State’s Information

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

11.2 State Confidential Information

The Contracted Vendor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all State Confidential Information that becomes available to the Contracted Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contracted Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contracted Vendor regarding the State Confidential Information, and the Contracted Vendor shall reasonably cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process.

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

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11.3 Vendor Confidential Information

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

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

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

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

12.2 The Contracted Vendor

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

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

12.3 State's Immunity

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

12.4 Survival

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

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contracted Vendor shall be liable for reimbursing the State for administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, and advertising; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

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

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

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

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

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14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

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

16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Netsmart Project Manager TBD	State Project Manager Kim Nadeau	5 Business Days
First	Netsmart Practice Director TBD	State Project Management Team Jim Dall Bill Baggeroer	10 Business Days
Second	Executive Vice President TBD	Commissioner Nicholas Toumpas	15 Business Days

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

17. ESCROW OF CODE (NOT APPLICABLE)

18. GENERAL PROVISIONS

18.1 Travel Expenses

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

The Vendor must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

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

18.3 Project Workspace and Office Equipment

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

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18.4 Access/Cooperation

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

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

18.5 Required Work Procedures

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

18.6 Computer Use

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contracted Vendor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contracted Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contracted Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contracted Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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- e. That if the Contracted Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

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

18.8 Internet/Intranet Use

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

18.9 Regulatory Government Approvals

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

18.10 Force Majeure

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

18.11 Insurance

18.11.1 Contracted Vendor Insurance Requirement

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

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

18.12 Exhibits

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

18.13 Venue and Jurisdiction

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

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18.14 Survival

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

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EXHIBIT A – CONTRACT DELIVERABLES**

STATEMENT OF WORK

Purpose

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

- Segment 1: myAvatar Upgrade Implementation Services
- Segment 2: RAD & Cache End User Licenses
- Segment 3: ICD-10 Implementation Services

Netsmart shall provide the latest generally software release, which includes the ICD-10 functionality, and follows the Netsmart “Plexus Foundation” implementation methodology.

Project Duration

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

Figure 1: Netsmart High Level Plexus Methodology

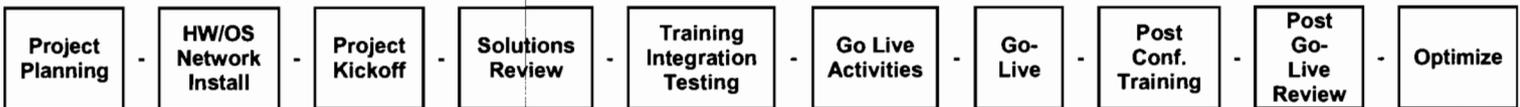


Figure 2: State Responsibilities

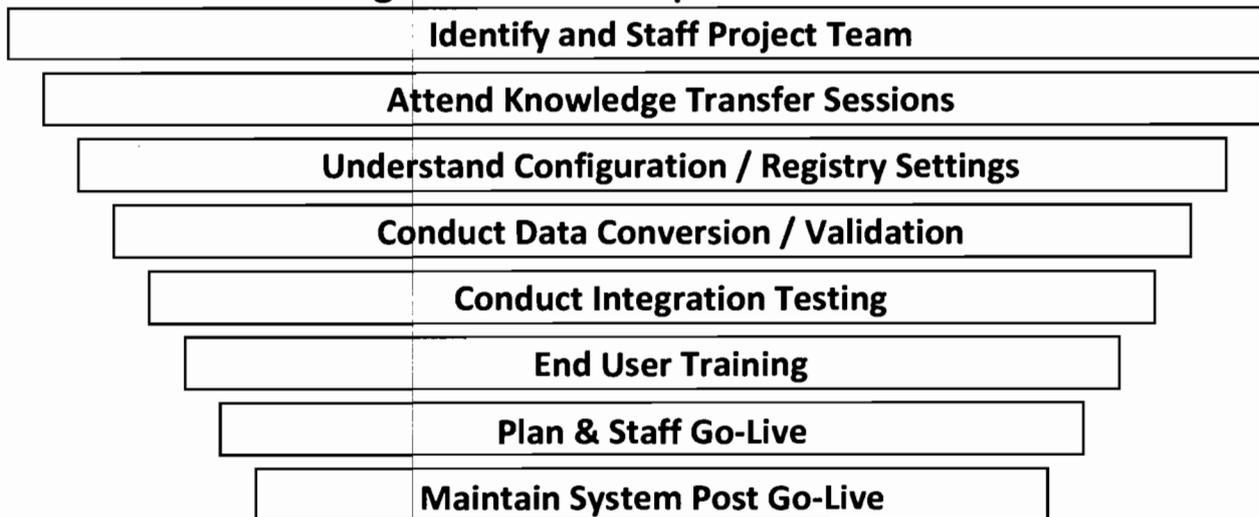


Exhibit A Contract Deliverables

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SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

1.1 Purpose

The purpose for this statement of work is to outline the requirements and Deliverables for the Implementation and Project management of the myAvatar Upgrade at New Hampshire Hospital. This work will be performed in a single phase, which includes a RADplus and Cache upgrade to RADPlus2011. All functionality included in New Hampshire Hospital's current Avatar system shall be included in the resulting myAvatar system.

1.2 Scope of Services

myAvatar	Scope of Services
Role-Based Desktop Views	Include 5 pre-defined myAvatar role based templates Widgets <ul style="list-style-type: none"> • Billing • Executive • Front Desk • System Administrator • Clinician
Library of Widgets	myAvatar shall be delivered with a set of off the shelf Widgets available for immediate use to provide further customization to user desktop views. The selection of the Widgets for Implementation for the State will be determined during the Implementation phase of the Project. Examples include: <ul style="list-style-type: none"> • Recent Admitted States • ERS Program Statistics Admissions • ERS Program Statistics Discharges • ERS Service Utilization • ERS Program Statistics Visits • Vital Signs- Blood Pressure • Vital Signs- Ht, Wt, BMI • Current Medications • Open Episodes & Tx Plans • Lab Results • Problems • Progress Notes • Vital Signs • State Diagnosis Episode Information • My Calendar • Coming In Today • Bed Status • Hospital DSO • Licensed Bed Occupancy

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Library of Widgets (Continued)	<ul style="list-style-type: none"> • Length of Stay • Length of Stay Trend • Meaningful Use Monitor • Meaningful Use Monitor 2 • Monthly Bed Days • Monthly Visits • Payor Mix • Aging Summary- Stacked View • Aging Summary- Stacked View Percentages • Aging Summary Unbilled • Charges- Historic Perspective • Charges- Monthly Accumulation • Charges & Collections for the Month • Monthly Close Out • States No Financial Eligibility • Quick Billing Status • Did you know? • Cache Console Log • Free Space by Database/Month • License Usage By User • Cache Processes • Status of Systems • Database File Size • Message Center • State & Staff • Forms & Data • My To Do's
Configuration Training	<p>myAvatar Project Team training shall focus on the following areas:</p> <ol style="list-style-type: none"> 1. Home Views 2. Chart Views (Widgets + Overview) 3. Form Functionality Enhancements 4. RADplus Toolkit <ul style="list-style-type: none"> • Widget Wizard • Widget Definition • Form Design Functionality Enhancement • Customized Documentation • View Creation • User Role Definition Updates • User Definition Updates
Customize Workflow Test Plan	<p>Netsmart will consult with the State and provide best practice recommendations on how to create and utilize a customized workflow test plan during the myAvatar upgrade process.</p>

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myAvatar Production Upgrade Plan	Netsmart will create a myAvatar Production Upgrade Plan, in writing that will be customized to the State. This plan will contain detailed steps of what will occur during the upgrade process.
--	--

1.3 Assumptions

- Upgrade duration is approximately 22 weeks.
- Netsmart and the State shall complete all necessary hardware review and assessment prior to Project start.
- Any new hardware required will be delivered and installed by the State prior to the Project kick-off date.
- The State will use Crystal v.9 Professional or later for all report development.
- Netsmart and the State will devote sufficient resources and timely communication to the Project in order to assure its success.
- The State will provide resources as identified in the work breakdown structure of the Project (Work) Plan.
- The State will perform all testing and validation during the myAvatar Upgrade process with the support and oversight of Netsmart.
- A training room will be available for the training sessions with working equipment and appropriate software loaded (if applicable).
- Individuals scheduled to attend training will attend.
- Netsmart Technologies will provide recommended best practices during all phases of the implementation, which shall be documented in writing via standard project reporting.

1.4 Location of Work

Most of the work by Netsmart shall be conducted remotely.

1.5 Hardware, Network & OS/Installation

The State shall host all hardware.

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

Netsmart’s engineers require the completion of a hardware/network survey prior to installation of software projects. Netsmart and the State will work in partnership to ensure that all equipment meets application minimum specifications.

1.6 Software Installation

Licensed Software and keys shall be delivered via FTP with User Documentation that describes the application and database organization.

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

- Loading the InterSystems Cache database products needed by the application;
- Loading purchased Netsmart’s Licensed Programs that make up the Solution;
- Testing the Software to ensure access from the New Hampshire Hospital workstations;
- Training the State on installing workstation software; and
- Training the State on basic operation tasks related to System start-up, shutdown, back-up and recovery procedures according to the State standards that regulate these operations.

1.7 General Project Management

Active throughout the Project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities shall be supplemented by critical control points to ensure that the Project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies shall ensure that the Project is properly stewarded to both a time and cost budget. This critical process shall transcend across the entire Project Implementation process to help ensure on-time Project completion within estimated cost parameters along with properly managed and approved Schedule and scope changes. Project management activities are more fully described in *Exhibit D: Administrative Services*.

Status Meetings & Project Management Documents:

- Project Plan
- Project Management Meeting Agenda / Minutes
- Project Meetings (as applicable) Agenda / Minutes
- Project Change Requests
- Communication Plan
- Change Management Plan
- Risk Management Plan

1.8 myAvatar Configuration

Although further configuration will occur after Go-Live, configuration changes necessary prior to Go-Live will be made by the State. State representatives will create home, chart views, and associate those views with existing User Roles and User Role Definitions. They will review and test workflows with respect to configuration changes.

Objectives	<ul style="list-style-type: none"> • Modify/ Configure forms required prior to Go-Live • Test Workflows for configuration issues • Review configuration and workflows
State Responsibilities	<ul style="list-style-type: none"> • Create home/ chart view definitions • Review workflow and configuration changes
Netsmart Responsibilities	<ul style="list-style-type: none"> • Support State configuration activities and provide recommended practices towards the configuration of forms. • Issue management

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1.9 New Features Training (Train the Trainer)

During this event, the State will receive training on new features excluding Widgets. Widget training will be completed post Go-Live. State representatives who will maintain and support the production System will attend this event.

Objectives	<ul style="list-style-type: none"> Understand how to use new features and enhancements available with myAvatar; Confirm testing readiness
State Responsibilities	<ul style="list-style-type: none"> Attend new features training; and Learn the application tools needed to maintain the production system. Ensure policies and procedures are updated
Netsmart Responsibilities	<ul style="list-style-type: none"> Conduct new features training; Review supporting Documentation. Educate State representatives on troubleshooting and techniques.

1.10 End-User Training

During this event, the State will deliver training to all end users in preparation for Go-Live.

Objectives	<ul style="list-style-type: none"> End-users trained on myAvatar and myAvatar new features and functionality.
State Responsibilities	<ul style="list-style-type: none"> Distribute training materials provided by Netsmart (or create custom training materials). Conduct end-user training, ensuring that all necessary staff is trained prior to Go-Live.
Netsmart Responsibilities	<ul style="list-style-type: none"> Provide State with Netsmart Training Materials and MyAvatar Setup and Training Guide.

1.11 Integration Testing

One round of Integration Testing will be conducted according to the myAvatar Upgrade Testing Plan. Integration Testing will be executed at the State site and will be led by the State management team with assistance from the Netsmart Project Team.

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

Objectives	<ul style="list-style-type: none"> Testing complete according to plan; Go-Live preparedness confirmed; All critical path issues have an action plan.
State Responsibilities	<ul style="list-style-type: none"> Lead and direct integration testing activities; Conduct application integrated testing; Conduct operational testing; Document integrated test results; Update issues list with any unresolved integration test findings.

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Netsmart Responsibilities	<ul style="list-style-type: none"> • Manage issues list; and • Troubleshoot and resolve testing issues. • Netsmart will work in partnership with the State for all respective testing.
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1.12 Go-Live

Go-Live is the event where the State will begin functional use of myAvatar. It will take place at the New Hampshire Hospital site, supported by both Project Teams.

Objectives	<ul style="list-style-type: none"> • Functional use of myAvatar begins; • Support from Netsmart Project Team transitioned to the State; and • Feedback regarding Project experience, including methodology & Project Team resources documented.
State Responsibilities	<ul style="list-style-type: none"> • Develop and complete Go-Live plan; • Confirm all systems, resources and 3rd parties are scheduled and prepared for Go-Live; • Conduct go-live plan meetings to outline plan for all users; • Execute Go-Live plan; • Document Go-Live issues
Netsmart Responsibilities	<ul style="list-style-type: none"> • Assist the State with an Execute Go-Live plan.

1.13 Post Go-Live Configuration

The purpose of Post-Go-Live Configuration is to identify and update all product and user defined forms that require changes to be functional using myAvatar as well as to develop Widgets.

The Post-Go-Live Configuration will be conducted at the New Hampshire Hospital site by New Hampshire Hospital staff and will begin after Go-Live has been successfully completed.

Objectives	<ul style="list-style-type: none"> • Post-Go-Live Optimization completed; • All product and user defined forms updated; • Ensure the system meets State expectation that all features and functionality is working. • All needed Widgets developed.
State Responsibilities	<ul style="list-style-type: none"> • Identify forms that need further configuration and complete configuration changes needed while referring to training materials provided by Netsmart prior to Go-Live; • Design and create widgets to maximize utility of new myAvatar System; • State Review and Validation of system performance, implementation. • Modify User Defined forms.
Netsmart Responsibilities	<ul style="list-style-type: none"> • Provide Widget Training

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1.14 Implementation Schedule – Deliverables

SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

#	Deliverable	Deliverable Type	Projected Delivery Date
1	Initial Project planning and preparation. Project Management Documents: <ul style="list-style-type: none"> • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan 	Non-Software Written	April 2014
2	Project Kick-off Meeting	Non-Software & Written	May 2014
3	Completion of myAvatar Configuration	Software	June 2014
4	Completion of Train the Trainer	Non-Software & Written	July 2014
5	Completion of End User Training	Non-Software & Written	July 2014
6	Completion of Integration Testing	Non-Software & Written	August 2014
7	Completion of Go Live	Non-Software & Written	September 2014
8	Post Go Live Configuration Review and Validation	Non-Software & Written	October 2014

SEGMENT 2 - RAD & CACHE END USER LICENSES

2.1 Purpose

Additional system users will be accessing the Electronic Health Record (EHR) (myAvatar) application at Go Live. These additional licenses will allow staff members who are currently not using the system, yet will use the EHR in the near future, to gain access to the application to perform their jobs. Without the licenses, staff members would have to document their work on paper, which is outside of the system and voids the purpose of automation.

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2.2 Project Duration

No timetable is necessary. Additional licenses shall be available to the State upon full payment received by Netsmart Technologies, Inc.

#	Deliverable	Deliverable Type	Projected Delivery Date
1	150 Avatar RADplus Licenses; 68 Avatar Cache Licenses. To be invoiced July 2014.	Non Software	July, 2014
2	Monthly maintenance and support fees: Avatar RADplus Maintenance; Avatar Cache Elite Maintenance. To be invoiced July 2014.	Non Software	July 2014

SEGMENT 3 - ICD – 10 IMPLEMENTATION SERVICES

3.1 Purpose

On October 1, 2014, the industry will be moving to the ICD-10 code set for diagnostic and inpatient procedure billing. In addition, the American Psychiatric Association released DSM-5 in June 2013. This latest version of the DSM manual includes significant changes to the way that a diagnosis is recorded including the removal of all Axes designations. As a result of these changes, Netsmart has made changes to the myAvatar platform to support these transitions.

The purpose of this statement of work is to outline the requirements and Deliverables for ICD-10 the Implementation and Project management for the State. The scope is based on the latest generally available software release that supports ICD-10, Project timeline, and use of Plexus implementation methodology and recommendations.

3.2 Scope of Solution Changes

The following updates below have been made to the myAvatar platform to support the transition and changes that this federal mandate requires.

Changes	<ul style="list-style-type: none"> • Replace existing diagnosis table structure with new structure to remove Axes dependency • Update Standard Diagnosis Form to remove Axes dependency and support ability to capture ICD-10, ICD-9, DSM-IV, DSM-5 and SNOMED codes simultaneously • Update Standard Diagnosis Form to remove Axes dependency and support ability to capture ICD-10, ICD-9, DSM-IV, DSM-5 and SNOMED codes simultaneously <ul style="list-style-type: none"> ○ Requires additional licensing ○ Requires network connection at each end user work station
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Changes (Continued)	<ul style="list-style-type: none"> • Deprecation of Medical Diagnosis Form and incorporation of functionality into standard diagnosis form
	<ul style="list-style-type: none"> • Deprecation of Working Diagnosis Form and incorporation of functionality into standard diagnosis form
	<ul style="list-style-type: none"> • System side registry setting to indicate ICD-10 cutover date <ul style="list-style-type: none"> ○ Ability to flex at the payor (PM) or provider (MSO) level as required
	<ul style="list-style-type: none"> • Update of additional forms to incorporate new diagnosis search capabilities, including (but not limited to): <ul style="list-style-type: none"> ○ Standard Diagnosis Form ○ Recurring Client Charge Input (Medical Diagnosis) ○ Recurring Client Charge Input (Charge Fee Access and Medical Diagnosis) ○ Appointment Scheduling ○ 837 Fast Defaults ○ Edit Service Information ○ Client Charge Input with Medical Diagnosis ○ Client Charge Input (Charge Fee Access and Medical Diagnosis) ○ Fast Service Entry ○ Spreadsheet Charge Input ○ Spreadsheet Edit Service Information ○ Claims Processing (HCFA 1500) ○ Claim Processing (UB92) ○ Set Associated Code ○ Service Authorization ○ Plan Coverage Definition ○ Post Staff Activity Log ○ Eligibility 270 Request ○ Real Time (270) request
	<ul style="list-style-type: none"> • Updates to all electronic claims to support transition from ICD-9 to ICD-10 <ul style="list-style-type: none"> ○ 837 Institutional ○ 837 Professional ○ 837 Dental
	<ul style="list-style-type: none"> • Updates to paper claims to support transition from ICD-9 to ICD-10 <ul style="list-style-type: none"> ○ UB-04 ○ HCFA-1500 ○ Self-Pay
	<ul style="list-style-type: none"> • Updates to procedure input to support transition from ICD-9 to ICD-10 <ul style="list-style-type: none"> ○ Does not replace CPT codes - only applies to inpatient procedure billing ○ Allows clients to input cross mapped content for simultaneous capture of both ICD-9 and ICD-10 procedure codes
<ul style="list-style-type: none"> • Updates to DRG Capture <ul style="list-style-type: none"> ○ Allows clients to input cross mapped content for ICD-10-CM to DRG Codes 	

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Changes (Continued)	<ul style="list-style-type: none"> • Updates to Advanced Billing Rules <ul style="list-style-type: none"> ○ Allows clients to input smaller subset of ICD-10 codes used for Advanced Billing Rules ○ Ability to create both ICD-9 and ICD-10 Billing Rules
	<ul style="list-style-type: none"> • Updates to State Forms Reporting Module <ul style="list-style-type: none"> ○ Reports will be updated to reference new diagnosis table, no specific changes outlined for DSM-5
	<ul style="list-style-type: none"> • Updates to Order Entry <ul style="list-style-type: none"> ○ Reference new diagnosis table
	<ul style="list-style-type: none"> • Progress Notes <ul style="list-style-type: none"> ○ Reference new diagnosis table ○ Include ability to specify diagnosis

3.4 Scope of Services

This work shall be performed in a single phase which includes an upgrade to myAvatar ICD-10 package and shall function with all previously implemented products, as follows:

Event	Description	Estimated Date
Project Management	<p>Active throughout the Project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points to ensure that the Project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensure that Projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire Project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.</p> <ul style="list-style-type: none"> • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan 	June 2014
Software Installation	Netsmart shall assist the State in loading all appropriate software re for the ICD-10 Solution. It is assumed that each State Environme be patched to the most recent maintenance releases prior to the beg of the engagement.	June 2014
Registry Settings	Netsmart resources shall assist the State in applying required registry settings to enable ICD-10 functionality.	June 2014

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Data Conversion and Validation	Netsmart resources shall validate data conversion from legacy table structure to new table structure and help resolve any issues as part of the data 5 of 11 Netsmart Technologies conversion.	July 2014
Standard Diagnosis Form Enhancements	<p>A key piece of the ICD-10 upgrade are significant changes to the standard diagnosis form as well as deprecation of existing forms including Medical Diagnosis and Working diagnosis form.</p> <ul style="list-style-type: none"> • Netsmart resources shall ensure the form is loaded and operational as well as provides training on the differences in the form. Form Enhancements. • All customized or user defined forms that reference diagnosis that have been created by your organization will need to be evaluated and modified individually by the State to reference the new diagnosis structure. • Netsmart shall provide a report that enables the State to identify forms that reference diagnosis. 	July 2014
Configuration Training	<p>Project team training focuses on the following areas:</p> <ul style="list-style-type: none"> • Setting of the ICD-10 registry setting • Connection to external web service • Review individual payor and provider ICD-10 over-ride capabilities • Validation of successful data conversion from existing diagnosis tables to new diagnosis tables Configuration Training • Training on ICD-10 Procedure input and configuration • Training on Advanced Billing Rules input and configuration • Training on DRG input and configuration <p>Netsmart shall provide tools to identify the advanced billing rules, forms and reports that require changes. The State will be responsible for any necessary modification of the advanced billing rules, forms and custom reports.</p>	July 2014
Customized Workflow Test Plan Recommendations	Netsmart shall provide recommendations on how to create and utilize a customized workflow test plan during the ICD-10 upgrade process.	August 2014
New Features Training	<p>During this event, the State will receive training on new feature functions related to ICD-10 functionality. State representatives who will maintain and support the production system should attend this event.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Prepare State representatives to use new features and enhancements related to ICD-10 functionality; • Train State to locate supporting Documentation and to use the appropriate tools to manage system maintenance; • Educate the State on troubleshooting tools and techniques; 	August 2014

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<p>New Features Training (Continued)</p>	<ul style="list-style-type: none"> • Confirm Client policies and procedures have been updated; and • Confirm testing readiness. <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Attend new features training • Learn the application tools needed to New Features Training maintain the production system. <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none"> • Conduct new features training for the following: <ul style="list-style-type: none"> ○ Diagnosis Form ○ Standard Reports ○ State Forms Tool ○ HL7 Interfaces ○ Order Entry ○ Progress Notes ○ CCD Generation • Provide Supporting Documentation <ul style="list-style-type: none"> ○ All areas listed above, plus the following ○ DRG ○ Procedures ○ Modeling capabilities ○ Web Services 	
<p>End User Training</p>	<p>During this event, the State will deliver training to all end users in preparation for Go-Live.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Train end-users on ICD-10 functionality <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Distribute training materials provided by Netsmart (or create custom training • Materials • Conduct end-user training, ensuring that all necessary staff is trained prior to Go-Live. <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none"> • Provide State with Netsmart training materials. 	<p>September 2014</p>
<p>Integration Testing</p>	<p>One round of Integration Testing will be conducted. Integration Testing will be executed at the State’s site and will be led by the State Project management team with assistance from the Netsmart Project Team. It will allow the system testers to flow a complete diagnosis workflow from initial Documentation through to claims generation testing both pre and post ICD-10 cutover date.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Complete testing according to plan • Confirm Go-Live preparedness 	<p>September 2014</p>

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<p>Integration Testing (Continued)</p>	<ul style="list-style-type: none"> • Ensure all critical path issues have an action plan <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Lead and direct integration testing activities • Manage Issues List • Conduct application integrated testing • Conduct operational testing • Document integrated test results • Troubleshoot and resolve testing issues • Update issues list with any unresolved integration test findings. <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none"> • Troubleshoot and resolve testing issues • Netsmart will work in partnership with the State and DoIT for all respective testing areas as noted in <i>Exhibit F: Testing Services</i>. 	
<p>Go Live</p>	<p>Go-Live is the event when the Solutions are moved into productive use by the end-user population. It will take place at the State site, supported by both Project Teams.</p> <p>Objectives:</p> <ul style="list-style-type: none"> • Begin functional use of myAvatar ICD-10 package • Transition support from Netsmart Project Team to the State <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Develop and complete Go-Live plan Go-Live • Confirm all systems, resources and 3rd parties are scheduled and prepared for go- live • Conduct Go-Live plan meetings to outline • Plan for all solutions and users • Execute Go-Live plan • Document Go-Live issues <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none"> • Develop and complete Go-Live plan • Execute Go-Live plan • Document Go-Live issues • Includes 7 and 14 day health check 	<p>October 2014</p>
<p>Post Go Live Review and Validation</p>	<p>Ensure the system meets State expectation that all features and functionality is working.</p>	<p>November 2014</p>

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3.5 Assumptions

- The scope of services outlined in this document represents the most basic offering. This scope does not include any updates to custom forms, reports or interfaces.
- Upgrade duration is 9 weeks.
- Netsmart and the State shall complete all necessary hardware review and assessment prior to Project start.
- Any new hardware required will be delivered and installed by the Project kick-off date.
- The State will use Crystal v.9 Professional or later for all report development.
- Netsmart and the State will devote sufficient resources and timely communication to the Project in order to assure its success.
- The State will provide resources as identified in the work breakdown structure of the Project plan.
- The State will own all configuration, testing and validation during the Upgrade process.
- A training room will be available for the training sessions with working equipment and appropriate software loaded (if applicable).
- Individuals scheduled to attend training will attend.
- Netsmart Technologies will provide recommended practices during all phases of the implementation.
- Requires an internet connection to access hosted content.
- The State has purchased appropriate diagnosis content prior to Project kick-off.
- The State is patched to current at the beginning of the Project
- The State has test environment that matches live and is patched to current.
- Assumes the State is on myAvatar (RAD2011) or later. This Project does not include a RAD version upgrade.
- Most work by Netsmart shall be conducted remotely.
- Software will be implemented in a Test domain, validated and then moved to Production domain.

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3.6 Implementation Schedule – Deliverables

SEGMENT 3 – ICD-10 UPGRADE IMPLEMENTATION SERVICES

	Deliverable	Deliverable Type	Projected Delivery Date
1	Initial Project planning and preparation. Project Management Documents: <ul style="list-style-type: none"> • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan 	Non-Software & Written	June 2014
2	Initial Software Installation	Software	June 2014
3	Apply Registry Services	Non-Software & Written	June 2014
4	Standard Diagnosis Form	Non-Software & Written	June 2014
5	Data Conversion & Validation	Non-Software & Written	July 2014
6	Configuration Training (Train the Trainer) and Materials	Non-Software & Written	August 2014
7	Customized Workflow Test Plan	Non-Software & Written	August 2014
8	New Features Training	Non-Software & Written	September 2014
9	End User Training	Non-Software & Written	September 2014
10	Integration Testing	Software	September 2014
11	Go Live	Non-Software & Written	October 2014
12	Post Go Live Review	Non-Software & Written	December 2014

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$360,375.34 for the period between the Effective Date through June 30, 2015. Netsmart shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Netsmart to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Payment will be made upon completion and acceptance by the State of these deliverables.

SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

	Deliverable	Deliverable Type	Projected Delivery Date	Payment
1	Initial Project planning and preparation. Project Management Documents: <ul style="list-style-type: none"> • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan 	Non-Software	April 2014	
2	Project Kick-off Meeting	Onsite	May 2014	\$36,540.00
3	Set up test environment	Remote	June 2014	\$36,540.00
4	myAvatar Configuration	Software	June 2014	
5	Train the Trainer	Non-Software	July 2014	
6	End User Training	Non-Software	July 2014	
7	Integration Testing	Non-Software	August 2014	\$15,660.00
8	Go Live	Non-Software	September 2014	\$5,660.00
9	Post Go Live Final Review & Validation (Holdback)	Non-Software	September 2014	\$10,000.00
SUB-TOTAL:				\$104,400.00

Exhibit B-Price and Payment Schedule

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SEGMENT 1 - MYAVATAR UPGRADE SERVICES

	Deliverable	Deliverable Type	Est. Projected Delivery Date	Payment
1	Cache Elite, Multi Server, Platform Specific Upgrade	Software	April 2014	\$11,487.30
2	Cache Elite, Multi Server, Platform Specific Upgrade Monthly Maintenance,	Non-Software	April 2014	\$2,527.20
SUB-TOTAL: \$14,014.50				
**	myAvatar Change Orders	Non-Software	As Needed	\$10,000.00
GRAND TOTAL: \$128,414.50				

SEGMENT 2 – RAD & CACHE END USER LICENSES

	Deliverable	Deliverable Type	Projected Delivery Date	Payment
1	Additional (150) Avatar RADplus Named Users licenses @ \$700 each.	Non-Software	Invoiced on July 1, 2014	\$105,000.00
2	Additional (150) Avatar RADplus Named User Monthly Maintenance fees (12 months)	Non-Software	Invoiced on July 1, 2014	\$25,200.00
3	Additional (68) Cache Elite, Multi-Server, Platform Specific, Concurrent Users Licenses	Non-Software	Invoiced on July 1, 2014	\$56,236.00
4	Additional Cache Elite, Multi Server, Platform Specific, Concurrent Users, Monthly Maintenance (12 months)	Non-Software	Invoiced on July 1, 2014	\$12,371.88
GRAND TOTAL: \$198,807.88				

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SEGMENT 3 – ICD-10 UPGRADE IMPLEMENTATION SERVICES

	Deliverable	Deliverable Type	Est. Projected Delivery Date	Payment
1	Initial Project planning and preparation. Documents: <ul style="list-style-type: none"> • Project Status Meetings • Project Status Reports • Project plans • Communication Plan • Change Management Plan • Risk Management Plan 	Non-Software	July 2014	\$8,400.00
2	Initial Software Installation	Non-Software	July 2014	
3	Apply Registry Services	Software	July 2014	
4	Standard Diagnosis Form	Software	July 2014	
5	Data Conversion & Validation	Software	July 2014	
6	Configuration Training (Train the Trainer) and Materials	Software	August 2014	
7	Customized Workflow Test Plan Recommendation	Non-Software	August 2014	
8	New Features Training	Software	August 2014	
9	End User Training	Non-Software	August 2014	
10	Integration Testing	Non-Software	August/Sept 2014	\$9,600.00
11	Go Live	Non-Software	October 2014	\$3,000.00
12	Post Go Live Review	Software	December 2014	\$3,000.00
SUB-TOTAL				\$24,000.00
**	ICD-10 Change Orders	Non-Software	As Needed	\$5,000.00
1	Diagnosis Content on Demand Monthly Subscription (monthly amount \$346.08) (12 month)	Non-Software	July 1, 2014	\$4,152.96
TOTAL				\$33,152.96
GRAND TOTAL				\$360,375.34

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DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) - PART 3
EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

The State may purchase any additional services for myAvatar Upgrade or ICD-10 at this Contract discount rate, for a period of one (1) year from the Contract effective date.

Netsmart Rates Pricing Worksheet (Hourly Rates)		
Position Title	SFY 2014 4/1/2014- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015
Engagement Leader/Project Manager Project Manager Solution Architect Delivery Analyst Engineer System Administrator	\$255.00 Per Hour (Average)	\$255.00 Per Hour (Average)

2. TOTAL CONTRACT PRICE

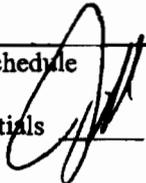
Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$360,375.34 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Netsmart for all fees and expenses, of whatever nature, incurred by Netsmart in the performance hereof.

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

3. INVOICING

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

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

Exhibit B-Price and Payment Schedule
Initial All Pages:
Netsmart Technology, Inc.'s Initials 
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) - PART 3
EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

Invoices, both paper and electronic, shall be sent to:

State of New Hampshire
Department of Health and Human Services
New Hampshire Hospital
36 Clinton Street
Concord, NH 03301
Attn: David Levesque
Email: dlevesque@dhhs.state.nh.us

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Netsmart Technologies, Inc.
3500 Sunrise Highway, Suite D122
Great River, New York 11739
Attn: Joe McGovern

5. OVERPAYMENTS TO NETSMART TECHNOLOGIES, INC.

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

6. CREDITS

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

Exhibit B-Price and Payment Schedule

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DEPARTMENT OF INFORMATION TECHNOLOGY
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EXHIBIT C - SPECIAL PROVISIONS**

1. Special Provisions

Both parties agree to amend section 6.1, section 9.1, 9.2 and section 14.1.1 of the Form P-37, as follows:

Section 6.1: Strike the words “county or municipal” from the Section 6.1 of Form Number P-37, as this is an out of State corporation providing the contracted services.

Section 9.1: The definition of “data” for the purpose of this Agreement will not include “computer programs” or “software” nor will the term infer or include source code(s) and/or other proprietary information of Netsmart Technologies, Inc. This revised definition of “data” is also applicable to the language in Section 9.2 of the Form P-37.

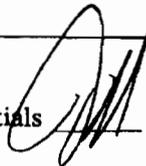
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$10,000,000 per occurrence; and

In addition, both parties agree on the following clarifications:

Section 8. of the Form-P37 is a general provision that should be read and interpreted, to the extent practical, to avoid conflict with the default and termination provisions in Part 2 and Part 3.

Exhibit C – Special Provisions
Initial All Pages:
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) - PART 3
EXHIBIT D - ADMINISTRATIVE SERVICES

1. STATE MEETINGS AND REPORTS

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

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

- a. **Introductory Meeting:** Participants will include Netsmart Key Project Staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. **Kickoff Meeting:** Participants will include the State and Netsmart Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. **Status Meetings:** Participants will include, at the minimum, the Netsmart Project Manager and the State Project Manager. These meetings will be conducted at least weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.
- d. **The Work Plan:** Must be provided and maintained by Netsmart. This plan will be updated after weekly status calls, milestone events, or changes to the agreed upon project implementation.
- e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. **Exit Meeting:** Participants will include Project leaders from Netsmart and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may consider.

The State expects Netsmart to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Netsmart's responsibility.

- The Netsmart Project Manager or Netsmart Key Project Staff shall submit the below documents in accordance with the Schedule and terms of this Contract. All documents shall be prepared in formats approved by the State. The Netsmart's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State.
 - a. Project Plan
 - b. Project Management Meeting Agenda / Minutes
 - c. Project Meetings (as applicable) Agenda / Minutes
 - d. Project Plan Change Requests
 - e. Communication Plan
 - f. Change Management Plan
 - g. Risk Management Plan

Exhibit D Administrative Services

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EXHIBIT D - ADMINISTRATIVE SERVICES**

2.STATE-OWNED DOCUMENTS AND DATA

Netsmart shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract (“State Owned Documents”). Upon expiration or termination of the Contract with the State, Netsmart shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Netsmart and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Netsmart and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

4. ACCOUNTING REQUIREMENTS

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

Exhibit D Administrative Services

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES
CONTRACT AGREEMENT (2014-066) - PART 3
EXHIBIT E - IMPLEMENTATION SERVICES**

Netsmart shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

- A.** Netsmart shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.
- B.** Netsmart and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C.** The Netsmart team will conduct training sessions and will provide supporting training documentation for Segment 1 – myAvatar and Segment 3 – ICD-10 Implementations. All documents will be customized to address the State’s specific requirements and sent to the State via email.
- E.** Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- F.** Netsmart shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.
- G.** Netsmart shall manage Project execution and provide the tools needed to create and manage the Project’s Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- H.** Netsmart shall adopt an Implementation time-line aligned with the State’s required time-line.

1.2 Timeline

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

1.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project’s development and production hardware infrastructure. In partnership, Netsmart and the State will ensure the appropriate hardware is in place to support the needs

Exhibit E Implementation Services

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EXHIBIT E - IMPLEMENTATION SERVICES**

of the State, prior to the start of the projects. This will take place through conference calls, email and analysis of existing hardware.

1.2.2 Implementation

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

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

1.2.3 Change Management and Training

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

2. IMPLEMENTATION METHODOLOGY

The Netsmart team shall provide the consulting services for the Contract. Its approach includes but is not limited to the following Plexus Methodology. *See Figure 1 in Exhibit A: Contract Deliverables.*

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EXHIBIT E-1 - SECURITY AND INFRASTRUCTURE**

1. SECURITY

Netsmart shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in *Exhibit F, Section 1.9: Security Review and Testing* and in *Exhibit H: Security Requirements*.

Netsmart shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

Exhibit E-1 Security and Infrastructure

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EXHIBIT F - TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

Netsmart will work in partnership with the State for all respective testing as noted in *Exhibit F: Testing Services*. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for Segment 1 – myAvatar upgrade and Segment 3 – ICD-10 implementation.

Netsmart shall support the State with all aspects of Testing and Acceptance. This shall include planning, test scenario and script development, Data and System preparation for testing, and execution Integration Tests, Conversion Tests, Performance Tuning and Stress tests, Security Review and tests.

1.1 Test Planning and Preparation

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

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

The State will commence its testing within five (5) business days of receiving Certification from Netsmart that the State’s personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Netsmart’s development environment. Netsmart must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

Exhibit F Testing Services

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EXHIBIT F - TESTING SERVICES**

1.2 Unit Testing (Not Applicable)

1.3 System Integration Testing

SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

One round of Integration Testing will be conducted according to the myAvatar Upgrade Testing Plan. Integration Testing will be executed at the State site and will be led by the State management team with assistance from the Netsmart Project Team.

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

Objectives	<ul style="list-style-type: none"> • Testing complete according to plan; • Go-Live preparedness confirmed; • All critical path issues have an action plan.
State Responsibilities	<ul style="list-style-type: none"> • Lead and direct integration testing activities; • Conduct application integrated testing; • Conduct operational testing; • Document integrated test results; • Troubleshoot and resolve testing issues; and • Update issues list with any unresolved integration test findings.
Netsmart Responsibilities	<ul style="list-style-type: none"> • Manage issues list; and • Troubleshoot and resolve testing issues. • Netsmart will work in partnership with the State for all respective testing as noted in <i>Exhibit F: Testing Services</i>.

SEGMENT 3 - ICD – 10 IMPLEMENTATION SERVICES

Workflow Test Plan

Objectives	Create and utilize workflow test plans
State Responsibilities	Create and utilize workflow test plan during upgrade process.
Netsmart Responsibilities	Netsmart shall provide recommendations on how to create and utilize a customized workflow test plan during the ICD-10 upgrade process.

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EXHIBIT F - TESTING SERVICES**

Integration Testing

One round of Integration Testing will be conducted. Integration Testing will be executed at the State’s site and will be led by the State Project management team with assistance from the Netsmart Project Team. It will allow the system testers to flow a complete diagnosis workflow from initial Documentation through to claims generation testing both pre and post ICD-10 cutover date.

Objectives	<ul style="list-style-type: none"> • Complete testing according to plan • Confirm Go-Live preparedness • Ensure all critical path issues have an action plan
State Responsibilities	<ul style="list-style-type: none"> • Lead and direct integration testing activities • Manage Issues List • Conduct application integrated testing • Conduct operational testing • Document integrated test results • Troubleshoot and resolve testing issues • Update issues list with any unresolved integration test findings.
Netsmart Responsibilities	<ul style="list-style-type: none"> • Troubleshoot and resolve testing issues • Netsmart shall provide recommendations on how to create and utilize a customized workflow test plan during the ICD-10 upgrade process. • Netsmart will work in partnership with the State and DoIT for all respective testing areas as noted in <i>Exhibit F: Testing Services</i>.

1.4 Conversion Validation Testing (Not Applicable)

1.5 Installation Testing (applicable to myAvatar & ICD-10 Implementation)

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 User Acceptance Testing (UAT) (Not Applicable)

1.7 Performance Tuning and Stress

New Hampshire Hospital already owns a license to the Avatar application. The myAvatar upgrade is a front end upgrade, affecting the visual display of information the user will see on the screen.

New Hampshire Hospital is already using ICD-9 coding, features and functionality. The ICD-10 implementation is an upgrade to the latest version. The Statement of Work outlines the knowledge transfer of the new features, functionality and training which does not necessarily require Performance Testing and Stress Testing.

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EXHIBIT F - TESTING SERVICES**

1.8 Regression Testing

The State is responsible for Regression testing for Segment 1 – myAvatar Upgrade and Segment 3 – ICD-10 Implementation. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

1.9 Security Review and Testing

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

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

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

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system

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Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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The Vendor must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include 3rd party Penetration Tests (pen test) or code analysis and review.

Netsmart may be required to provide 3rd party testing. Prior to the System being moved into production Netsmart shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

New Hampshire Hospital already owns the Avatar application. The myAvatar upgrade is a front end upgrade, affecting the visual display of information the user will see on the screen.

New Hampshire Hospital is already using ICD-9 coding, features and functionality. The ICD-10 implementation is an upgrade to the latest version. The Statement of Work outlines the knowledge transfer of the new features, functionality and training which does not necessarily require Security Review and Testing.

1.10 System Acceptance

Upon completion of the Post Go-Live Reviews the State shall issue a Letter of Final System Acceptance, applicable to Segment 1 – myAvatar Implementation and Segment 3 – ICD-10 Implementation.

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Netsmart shall maintain and support the System in all respects under its standard maintenance and support agreements. The State may renew the maintenance services yearly.

1.1 Netsmart's Responsibility

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

1.1.1 Maintenance Releases

Netsmart shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 State's Responsibility

The State will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within two (2) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

3.1 Netsmart shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.2 Netsmart shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

Exhibit G-Maintenance and Support Services

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES**

- 3.3** For all maintenance Services calls, Netsmart shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4** Netsmart must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5** If Netsmart fails to correct a Deficiency within the terms and conditions of the current maintenance and support agreement between Netsmart and the State, Netsmart shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 4.3, as well as the right to pursue all equitable and legal remedies.

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EXHIBIT H - REQUIREMENTS**

General System Requirements

BUSINESS REQUIREMENTS	
B - 1	All functionality, data and reporting of Avatar will be accessible following the upgrade to myAvatar
B - 2	All ICD-10 data elements such as billing, interfaces and ICD-9 historical data is retrievable, and also to the manner prior to the implementation of ICD-10.
B - 3	Additional licenses must be usable with CWS as RAD 1:1 concurrent user.
GENERAL REQUIREMENTS	
G-1	Vendor shall provide general project management documents, such as event overviews, communication plans, change management documents, risk, and event specific documents. These documents will be given to the State in formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
G-2	Vendor shall participate in an initial kick-off meeting to initiate the Project.
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.
G-4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. . (In formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
SECURITY REQUIREMENTS	
S-1	Verify the identity or authenticate all of the System client applications before allowing use of the System to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of the System’s human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .
S-3	Enforce unique user names.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT’s statewide <i>User Account and Password Policy</i>
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters
S-6	Encrypt passwords in transmission and at rest within the database.
S-7	Expire passwords after ninety (90) days for Avatar.
S-8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.
S-9	Provide ability to limit the number of people that can grant or change authorizations
S-10	Establish ability to enforce session timeouts during periods of inactivity.

Exhibit H-Priority Responses

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S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))
S-12	The application shall not store authentication credentials or sensitive Data in its code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept indefinitely.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.
S-17	Use only the Software and System Services designed for use
S-18	The application Data shall be protected from unauthorized use when at rest
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
S-21	Create change management Documentation and procedures

Exhibit H-Priority Responses

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Netsmart's Project Manager and the State Project manager shall finalize the Work Plan within 10 days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Netsmart's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Netsmart and State Project Managers.

The preliminary Work Plan for Segment 1 – myAvatar Implementation and Segment 3 – ICD-10 Implementation created by Netsmart and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

A. General

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

B. Logistics

- The Netsmart Team shall perform this Project at State facilities at no cost to Netsmart.
- The Netsmart Team may perform that work at a facility other than that furnished by the State, when practical, at Netsmart's expense.
- The Netsmart Team shall honor all holidays observed by Netsmart or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the Netsmart system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to

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the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. Netsmart's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for Netsmart and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- Netsmart assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

D. Technical Environment and Management

- The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
- The State shall provide the hardware and operating system to host the Project's development and production instances.
- The State's hardware operating environment and supporting software shall meet Netsmart certification requirements for the applications deployment being installed.
- The State is responsible for providing the Internet access.
- Netsmart will lead an effort, including the State Operations Team, to identify the hardware requirements for the development, test and production environments. The State shall satisfy those hardware requirements prior to Netsmart and State teams building of the environment.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions (Not Applicable)

F. Project Schedule

- The myAvatar Upgrade project is planned to begin on April 2014 with a planned go-live date of October 2014.
- The Software Licenses will be available to the State after payment in full. The State will determine when they will add new users.
- The ICD-10 project is planned to begin July 2014 with a planned go-live date of October 2014.

G. Reporting

- Netsmart shall conduct weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation. This information will be sent to the State via email for review and approval.

H. User Training

- *Refer to Exhibit L Training Services.*

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2. ROLES AND RESPONSIBILITIES

A. Netsmart Team Roles and Responsibilities

1) Netsmart Team Project Executive

The Netsmart Team's Project Executives (Netsmart and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Netsmart Team Project Manager and the State's Project leadership on the best practices for implementing the Netsmart Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Netsmart Team Project Manager

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

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

3) Netsmart Team Tasks

Refer to Exhibit A.

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B. State Roles and Responsibilities

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

1) State Project Manager

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

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

2) State Team Tasks

Refer to Exhibit A

3. SOFTWARE APPLICATIONS

SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

SEGMENT 3 - ICD – 10 IMPLEMENTATION SERVICES

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- 4. CONVERSIONS (Not Applicable)
- 5. INTERFACES (Not Applicable)
- 6. APPLICATION MODIFICATION (Not Applicable)
- 7. PRELIMINARY WORK PLAN

7.1 SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract. Netsmart will send an updated project plan to the State upon contract approval, with revised dates.

Table 7.1: High Level Preliminary NH Project Plan

WBS	Task Name	Duration	Start	Finish	Predecessors	Resource Names
	New Hampshire Hospital My Avatar Upgrade	104.02 days	Fri 2/28/14	Thu 7/24/14		
1	Contract / Milestone Tasks	28.33 days	Fri 2/28/14	Wed 4/9/14		
1.1	Contract Signing	0 days	Fri 2/28/14	Fri 2/28/14		
1.2	Complete Transition Template	2 hrs	Thu 4/3/14	Thu 4/3/14	2FS+24 days	
1.3	Sales Transition Meeting & Scope Alignment	0.67 hrs	Thu 4/3/14	Thu 4/3/14	3	Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
1.4	Transition Action Items	4 days	Thu 4/3/14	Wed 4/9/14	4	
2	Project Planning Activities	16 days	Mon 3/3/14	Mon 3/24/14	2SS+1 day	
2.11	Internal Project Planning Call	0.14 hrs	Mon 3/3/14	Mon 3/3/14		Netsmart Practice Director [175%], Netsmart Project Manager [174%], Netsmart System Administrator [174%], Netsmart Business Solution Architect [174%]
2.12	Prepare Customer Project Documentation & Send	5 days	Mon 3/3/14	Fri 3/7/14	8SS	Netsmart Project Manager [3%]
2.16	Prepare for Project Planning Meeting	2.5 days	Mon 3/3/14	Wed 3/5/14		Netsmart Project Manager
2.13	Customize Project Planning Event Agenda	1 day	Mon 3/3/14	Mon 3/3/14	8SS	Netsmart Project Manager [5%]

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2.15	Project Planning Event	13 days	Thu 3/6/14	Mon 3/24/14	8SS+3 days	
2.15.7	ATTEND PROJECT PLANNING EVENT [1]	3 hrs	Thu 3/6/14	Thu 3/6/14		Netsmart Project Manager [20%], Client Project Manager [20%], Client IT Business Analyst [20%], Client ADT Analyst [20%], Client Billing Analyst [20%], Client IT Clinical Analyst [20%], Client Clinical Analyst [20%], Netsmart Practice Director [20%]
2.15.8	Review Plexus Home Scripts	10 days	Thu 3/6/14	Wed 3/19/14		Client IT Business Analyst [5%], Client ADT Analyst [5%], Client Billing Analyst [5%], Client IT Clinical Analyst [5%], Client Clinical Analyst [5%]
2.15.9	Project Management Documentation	13 days	Thu 3/6/14	Mon 3/24/14		
2.15.9.7	Implementation Schedule Development/Approval	8 days	Thu 3/6/14	Mon 3/17/14		
2.15.9.7.9	Customize Implementation Schedule	2 days	Thu 3/6/14	Fri 3/7/14		Netsmart Project Manager [38%]
2.15.9.7.10	Client Review	2 days	Mon 3/10/14	Tue 3/11/14	17	Client Project Manager [25%]
2.15.9.7.11	Revise Project Plan	2 days	Wed 3/12/14	Thu 3/13/14	18	Netsmart Project Manager [13%]
2.15.9.7.12	Final Client Approval and Sign Off	2 days	Fri 3/14/14	Mon 3/17/14	19	Client Project Manager [27%]
2.15.9.8	Communications Plan	12 days	Thu 3/6/14	Fri 3/21/14		
2.15.9.8.9	Customize Communications Plan	3 days	Thu 3/6/14	Mon 3/10/14		Netsmart Project Manager [4%]
2.15.9.8.10	Client Review	5 days	Tue 3/11/14	Mon 3/17/14	22	Client Project Manager [2%], Client Sponsor [2%], Client System Administrator [2%], Client IT Business Analyst [2%], Client ADT Analyst [2%], Client Billing Analyst [2%], Client IT Clinical Analyst [2%], Client Clinical Analyst [2%]
2.15.9.8.11	Revise Communications Plan	2 days	Tue 3/18/14	Wed 3/19/14	23	Client Project Manager [13%]
2.15.9.8.12	Final Client Approval and Sign Off	2 days	Thu 3/20/14	Fri 3/21/14	24	Client Project Manager [6%]
2.15.9.9	Change Management Plan	13 days	Thu 3/6/14	Mon 3/24/14		
2.15.9.9.9	Customize Change Management Plan	3 days	Thu 3/6/14	Mon 3/10/14		Netsmart Project

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						Manager [4%]
2.15.9.9.10	Client Review	5 days	Tue 3/11/14	Mon 3/17/14	27	Client Project Manager [2%], Client Sponsor [2%], Client System Administrator [2%], Client IT Business Analyst [2%], Client ADT Analyst [2%], Client Billing Analyst [2%], Client IT Clinical Analyst [2%], Client Clinical Analyst [2%]
2.15.9.9.11	Revise Change Management Plan	2 days	Tue 3/18/14	Wed 3/19/14	28	Client Project Manager [13%]
2.15.9.9.12	Final Client Approval and Sign Off	2 days	Thu 3/20/14	Fri 3/21/14	29	Client Project Manager [6%]
2.15.9.9.13	Plexus Gate 1	1 day	Mon 3/24/14	Mon 3/24/14	30	
3	Project Kickoff Activities [#Kickoff]	7.9 days	Tue 3/18/14	Thu 3/27/14	20	
3.1	Customize Kick-Off Agenda	1 day	Tue 3/18/14	Tue 3/18/14		Netsmart Project Manager [3%]
3.2	Customize Kick-off Presentation	3 days	Tue 3/18/14	Thu 3/20/14		Netsmart Practice Director [1%], Netsmart Project Manager [11%], Client Project Manager [11%]
3.3	Customize Solution Agendas	1 day	Tue 3/18/14	Tue 3/18/14		Netsmart Business Solution Architect [5%]
3.4	Customize Solution Presentation	2 days	Tue 3/18/14	Wed 3/19/14		Netsmart Business Solution Architect [10%]
3.5	Prepare for Project Kickoff	4 days	Tue 3/18/14	Fri 3/21/14		Netsmart Business Solution Architect [30%]
3.6	Project Kickoff Event	5.53 days	Thu 3/20/14	Thu 3/27/14	13FS+10 days	
3.6.1	PROJECT KICKOFF EVENT [2]	5.53 days	Thu 3/20/14	Thu 3/27/14		
3.6.1.1	Conduct Kick-Off Meeting (remote)	0.5 hrs	Thu 3/20/14	Thu 3/20/14		Netsmart Practice Director, Netsmart Project Manager, Client Project Manager, Client IT Business Analyst, Netsmart Business Solution Architect
3.6.1.2	Conduct Scope Review	1 hr	Thu 3/20/14	Thu 3/20/14	41	Netsmart Practice Director, Netsmart Project Manager, Client Project Manager, Client IT Business Analyst, Client IT Clinical Analyst, Client ADT Analyst, Client Billing Analyst, Client Clinical Analyst, Netsmart Business Solution Architect

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3.6.1.11	Travel to client site	0.5 days	Thu 3/20/14	Fri 3/21/14	42	Netsmart Business Solution Architect
3.6.1.3	Conduct Solution Sessions (Workflow Assessment, Data Collection, Gap Analysis)	1.72 days	Fri 3/21/14	Mon 3/24/14	43	Client Project Manager [37%], Client ADT Analyst [37%], Client Billing Analyst [37%], Client Clinical Analyst [37%], Client IT Business Analyst [37%], Client IT Clinical Analyst [37%], Netsmart Business Solution Architect [37%]
3.6.1.4	My Avatar New Features and Discovery	2 hrs	Thu 3/20/14	Thu 3/20/14		Netsmart Business Solution Architect
3.6.1.5	Conduct & Review Plexus Project Kick-Off Assessment (Gate 1)	0.98 hrs	Mon 3/24/14	Mon 3/24/14	44,50	Netsmart Project Manager [7%], Client Project Manager [7%], Netsmart Business Solution Architect [7%]
3.6.1.13	Complete Workflow Assessment Documentation & Large DCI analysis	2 days	Mon 3/24/14	Wed 3/26/14	44,46	Netsmart Business Solution Architect [33%]
3.6.1.14	Plexus Gate 2	1 day	Wed 3/26/14	Thu 3/27/14	47	
3.6.1.15	Conduct Executive Meeting Demo onsite	0.5 days	Thu 3/20/14	Thu 3/20/14		Netsmart Business Solution Architect
3.6.1.16	Travel from client site	0.5 days	Thu 3/20/14	Fri 3/21/14	49	Netsmart Business Solution Architect
4	General Project Activities	103 days	Mon 3/3/14	Thu 7/24/14		
4.14	General Project Management	103 days	Mon 3/3/14	Thu 7/24/14		
4.14.17	Practice Director Oversight	103 days	Mon 3/3/14	Thu 7/24/14	8	Netsmart Practice Director [1%]
4.14.14	General Project Management	103 days	Mon 3/3/14	Thu 7/24/14	8	Netsmart Project Manager [1%]
4.14.16	Solutions Architect	103 days	Mon 3/3/14	Thu 7/24/14	8	Netsmart Business Solution Architect [4%]
4.19	Weekly Status Meetings	4.94 days	Wed 3/5/14	Tue 3/11/14		
4.19.16	Weekly Status Meetings 1	0.5 hrs	Wed 3/5/14	Wed 3/5/14		Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.17	Weekly Status Meetings 2	0.5 hrs	Wed 3/5/14	Wed 3/5/14	58	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.18	Weekly Status Meetings 3	0.5 hrs	Wed 3/5/14	Wed 3/5/14	59	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business

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						Solution Architect
4.19.19	Weekly Status Meetings 4	0.5 hrs	Wed 3/5/14	Wed 3/5/14	60	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.20	Weekly Status Meetings 5	0.5 hrs	Wed 3/5/14	Wed 3/5/14	61	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.21	Weekly Status Meetings 6	0.5 hrs	Wed 3/5/14	Wed 3/5/14	62	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.22	Weekly Status Meetings 7	0.5 hrs	Wed 3/5/14	Wed 3/5/14	63	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.23	Weekly Status Meetings 8	0.5 hrs	Wed 3/5/14	Wed 3/5/14	64	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.24	Weekly Status Meetings 9	0.5 hrs	Wed 3/5/14	Wed 3/5/14	65	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.25	Weekly Status Meetings 10	0.5 hrs	Wed 3/5/14	Wed 3/5/14	66	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.26	Weekly Status Meetings 11	0.5 hrs	Wed 3/5/14	Wed 3/5/14	67	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.27	Weekly Status Meetings 12	0.5 hrs	Wed 3/5/14	Wed 3/5/14	68	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect

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4.19.28	Weekly Status Meetings 13	0.5 hrs	Wed 3/5/14	Wed 3/5/14	69	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.29	Weekly Status Meetings 14	0.5 hrs	Wed 3/5/14	Wed 3/5/14	70	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.30	Weekly Status Meetings 15	0.5 hrs	Wed 3/5/14	Wed 3/5/14	71	Client Project Manager, Netsmart Practice Director, Netsmart Project Manager, Netsmart Business Solution Architect
4.19.31	Weekly Status Meetings 16	1 day	Wed 3/5/14	Thu 3/6/14	72	
4.19.32	Weekly Status Meetings 17	1 day	Thu 3/6/14	Fri 3/7/14	73	
4.19.33	Weekly Status Meetings 18	1 day	Fri 3/7/14	Mon 3/10/14	74	
4.19.34	Weekly Status Meetings 19	1 day	Mon 3/10/14	Tue 3/11/14	75	
5	My Avatar Upgrade	93.58 days	Fri 2/28/14	Wed 7/9/14	2	
5.18	HW/OS/Network Installation	11 days	Fri 2/28/14	Fri 3/14/14		
5.18.2	Create Temporary and Production Hosting Environment for Testing	10 days	Fri 2/28/14	Thu 3/13/14		Netsmart System Administrator [50%]
5.18.3	Create SFTP Site for File Transfer	1 day	Fri 3/14/14	Fri 3/14/14	80	Netsmart System Administrator
5.18.4	Upload copies of data for Test Upgrade & Doc Management Archives	0.5 days	Fri 3/14/14	Fri 3/14/14	80	Client
5.19	Cache and RAD Upgrade Process	16 days	Fri 3/14/14	Mon 4/7/14	82	
5.19.29	NTST Case Submission to upgrade Cache to 2010, install Cache License Key, upgrade to myAvatar	0.25 days	Fri 3/14/14	Fri 3/14/14		Netsmart Project Manager
5.19.36	TEST Upgrade in TEST install Cache Key, Upgrade Cache 2008 to Cache 2010 and myAvatar	2 days	Fri 3/14/14	Tue 3/18/14		Netsmart System Administrator
5.19.45	Test connectivity to TEST env	1 day	Tue 3/18/14	Wed 3/19/14	85	Client IS Team, Netsmart Business Solution Architect
5.19.37	Validate upgrade of Cache 2010, RAD 2011 (TEST)	1 day	Tue 3/18/14	Wed 3/19/14	86SS	Client IS Team, Netsmart Business Solution Architect
5.19.47	Client to determine SSL vs. VPN access	6 days	Fri 3/14/14	Mon 3/24/14		Client [2%]
5.19.46	Setup and Test VPN for interfaces and OE printing	10 days	Mon 3/24/14	Mon 4/7/14	88	Netsmart System Administrator [10%]
5.29	New features / maintenance training (remote)	0.5 days	Fri 2/28/14	Fri 2/28/14		Client, Netsmart Business Solution Architect
5.22	MyAvatar Configuration	43.5 days	Fri 2/28/14	Wed 4/30/14		
5.22.11	Configuration Setup in Test	10 days	Fri 2/28/14	Fri 3/14/14		

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5.22.11.11	Client Create Home View/Chart View Definitions	10 days	Fri 2/28/14	Fri 3/14/14	91	Client
5.22.11.12	Client associates new View Definitions with existing User Roles/User Definitions	10 days	Fri 2/28/14	Fri 3/14/14	95SS	Client
5.22.11.13	Client identifies new Forms to be associated with existing User Roles/User Definitions	10 days	Fri 2/28/14	Fri 3/14/14	95SS	Client
5.22.11.14	Client defines historic data resolution for existing forms being replaced with new Forms	10 days	Fri 2/28/14	Fri 3/14/14	96SS	Client
5.22.11.15	Client associates new Forms with existing User Roles/User Definitions	10 days	Fri 2/28/14	Fri 3/14/14	96SS	Client
5.22.12	Configuration and Testing Review	30 days	Fri 2/28/14	Thu 4/10/14		
5.22.12.18	Test scripts	30 days	Fri 2/28/14	Thu 4/10/14		Client [33%]
5.22.12.3	Walk through User Workflow Testing and Configuration Review	2 days	Fri 3/14/14	Tue 3/18/14	94	Client, Netsmart Business Solution Architect
5.22.12.17	Solutions Review Event [3]	3.5 days	Wed 3/19/14	Mon 3/24/14	102FS+1 day	
5.22.12.17.4	Travel to client site	0.5 days	Wed 3/19/14	Wed 3/19/14		Netsmart Business Solution Architect
5.22.12.17.5	Conduct Solutions Review Event	1 day	Wed 3/19/14	Thu 3/20/14		Netsmart Business Solution Architect, Client
5.22.12.17.1	Obtain Design Signoff	0 days	Thu 3/20/14	Thu 3/20/14	105	Netsmart Project Manager
5.22.12.17.2	Plexus Gate 3	0 days	Thu 3/20/14	Thu 3/20/14	106	
5.22.12.17.3	MyAvatar Training	1 day	Fri 3/21/14	Mon 3/24/14		
5.22.12.17.3.2	MyAvatar New Features training / Super User training	1 day	Fri 3/21/14	Mon 3/24/14	105FS+1 day	Netsmart Business Solution Architect, Client
5.22.12.17.7	Travel from client site	0.5 days	Mon 3/24/14	Mon 3/24/14	109	Netsmart Business Solution Architect
5.22.14	MyAvatar End User Training	15 days	Wed 4/9/14	Wed 4/30/14		
5.22.14.12	End User Training	15 days	Wed 4/9/14	Wed 4/30/14	109FS+12 days	Client
5.32	Preparation for Go-Live	5.25 days	Mon 4/7/14	Mon 4/14/14	109FS+10 days	
5.32.35	Complete Pre Go Live Checklist	0.25 days	Mon 4/7/14	Mon 4/7/14		Client, Netsmart Business Solution Architect
5.32.36	Attend Go-Live Preparation meeting (Remote) [5]	1 day	Mon 4/7/14	Tue 4/8/14	115	Netsmart Business Solution Architect, Client
5.32.37	Provide Timeline for Downtime for CWS2010 and Cache / RADPlus Upgrade	2 days	Tue 4/8/14	Thu 4/10/14	115,116	Netsmart System Administrator
5.32.38	Develop Backup Plan and Contingency Plan	1 day	Thu 4/10/14	Fri 4/11/14	117	Client, Netsmart Business Solution Architect
5.32.39	Schedule Support for Go Live	1 day	Fri 4/11/14	Mon 4/14/14	118	Client, Netsmart Project Manager
5.32.40	Plexus Gate 4	1 day	Mon 4/7/14	Tue 4/8/14		
5.21	Integration Testing [7]	20 days	Fri 4/11/14	Thu 5/8/14	101,109	Client
5.21.14	Critical Path Testing	10 days	Fri 4/11/14	Thu 4/24/14		Client
5.21.15	End to End Testing	10 days	Fri 4/25/14	Thu 5/8/14	123	Client

Exhibit I Work Plan

Initial All Pages:

Netsmart Technology, Inc.'s Initials JM

Date: 3-20-14

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5.21.16	Submit Issues to Netsmart	10 days	Fri 4/11/14	Thu 4/24/14		Client
5.21.16.1	Netsmart Resolve Issues	8 days	Fri 4/11/14	Tue 4/22/14		Netsmart System Administrator, Netsmart Business Solution Architect
5.21.16.2	Retest Resolved Issues	10 days	Fri 4/11/14	Thu 4/24/14	126SS	Client
5.21.19	Travel to client site	0.5 days	Fri 4/25/14	Fri 4/25/14	127	Netsmart Business Solution Architect
5.21.20	Conduct Integration Testing Event	2 days	Fri 4/25/14	Tue 4/29/14	128	Netsmart Business Solution Architect, Client
5.21.21	Travel from client site	0.5 days	Tue 4/29/14	Tue 4/29/14	129	Netsmart Business Solution Architect
5.24	Go Live Activities [#Go-live] [8]	6 days	Wed 5/14/14	Thu 5/22/14	122FS+4 days	
5.24.21	Plexus Gate 5	0 days	Wed 5/14/14	Wed 5/14/14		
5.24.15	Case Submitted to request upgrade of LIVE to mirror TEST (myAvatar and Cache)	1 hr	Thu 5/15/14	Thu 5/15/14		Client, Netsmart Business Solution Architect
5.24.16	EXPORT views in TEST to import into LIVE sample	1 day	Thu 5/15/14	Thu 5/15/14	133	Client IS Team
5.24.22	Upload copies of data for production upgrade & Document images	1 day	Fri 5/16/14	Fri 5/16/14	135	Client IS Team
5.24.17	Upgrade Production	1 day	Thu 5/15/14	Thu 5/15/14	135SS	Netsmart System Administrator
5.24.18	MyAvatar Configuration for PRODUCTION	5 days	Fri 5/16/14	Thu 5/22/14	137	
5.24.18.7	Configuration Setup	1 day	Fri 5/16/14	Fri 5/16/14		
5.24.18.7.5	Upload Client Home View/Chart View Definitions	1 day	Fri 5/16/14	Fri 5/16/14	114	Client
5.24.18.7.6	Client associates new View Definitions with existing User Roles/User Definitions	1 day	Fri 5/16/14	Fri 5/16/14	140SS	Client
5.24.18.7.7	Test/validate upgraded system and all HL7 connections	1 day	Fri 5/16/14	Fri 5/16/14		Client
5.24.18.8	Begin Use of myAvatar	1 day	Fri 5/16/14	Fri 5/16/14	111FS+1 day	Client
5.24.18.9	Netsmart My Avatar Go-Live Support	5 days	Fri 5/16/14	Thu 5/22/14	143SS	Developer [80%], Netsmart Project Manager [80%], Netsmart System Administrator [80%], Netsmart Business Solution Architect [80%]
5.31	Post Go-Live Configuration Training [6]	23.58 days	Fri 6/6/14	Wed 7/9/14		
5.31.10	Form Design Review and Changes	12.58 days	Fri 6/6/14	Tue 6/24/14		
5.31.10.11	Forms Designer Training	0.25 days	Fri 6/6/14	Fri 6/6/14	143FS+14 days	Client IS Team, Netsmart Business Solution Architect
5.31.10.12	Identify all Product Forms and User Defined Forms that need to be modified	3.33 days	Fri 6/6/14	Wed 6/11/14	148	Client [50%], Client Billing Analyst
5.31.10.13	Import all Product Form Design Import Enhancements into TEST system (Recommended)	1 day	Wed 6/11/14	Thu 6/12/14	149	Client

Exhibit I Work Plan

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5.31.10.14	Modify all Product Forms that need Modification	3 days	Thu 6/12/14	Tue 6/17/14	150	Client
5.31.10.15	Modify all User Defined Forms to follow new Blink Guidelines in Form Design	5 days	Tue 6/17/14	Tue 6/24/14	151	Client
5.31.11	Widget Configuration	23.58 days	Fri 6/6/14	Wed 7/9/14		
5.31.11.21	Widget Training	0.25 days	Fri 6/6/14	Fri 6/6/14	148SS	Client IS Team, Netsmart Business Solution Architect
5.31.11.22	Widget Building	1 day	Tue 6/24/14	Wed 6/25/14	152	Netsmart Business Solution Architect
5.31.11.23	Widget Configuration and Export to LIVE	10 days	Wed 6/25/14	Wed 7/9/14	155	Client

7.2 SEGMENT 2 – RAD & CACHE END USER LICENSES

No Work Plan is required. The State may add additional End User licenses to the application upon payment in full.

7.3 SEGMENT 3 - ICD – 10 IMPLEMENTATION SERVICES

Netsmart is preparing the Work Plan for the ICD-10 Implementation. Upon contract approval, Netsmart will provide the State with a project plan to reflect accurate start dates for the project within 45 days of contract approval and with the cooperation of necessary State personnel.

Exhibit I Work Plan

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EXHIBIT J - SOFTWARE LICENSE**

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, Netsmart hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

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

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Netsmart.

5. VIRUSES

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

As a part of its internal development process, Netsmart will use reasonable efforts to test the Software for viruses. Netsmart shall also maintain a master copy of the appropriate versions of the Software, free of viruses.

6. AUDIT

Upon forty-five (45) days written notice, Netsmart may audit the State's use of the programs at Netsmart's sole expense. The State agrees to cooperate with Netsmart's audit and provide reasonable assistance and access to information. The State agrees that Netsmart shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Netsmart's audit rights are subject to applicable State and federal laws and regulations.

Exhibit J Software License

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7. SOFTWARE NON-INFRINGEMENT

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

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

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

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

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

8. SOFTWARE ESCROW (Not Applicable)

Exhibit J Software License

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EXHIBIT K - WARRANTY AND WARRANTY SERVICES**

1. WARRANTIES

1.1 System

Netsmart warrants that the System will operate to conform to the Specifications of the Contract.

1.2 Software

Netsmart warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Netsmart's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Netsmart cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Netsmart for the program license for the Software License acquired under this Contract Agreement (2014-066) and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if Netsmart cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and pursue its remedies for breach at law or in equity and recover contract damages, which may include recovery of the fees paid to Netsmart under this Contract Agreement (2014-066) for the Deficient services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

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1.6 Services

Netsmart warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

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

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EXHIBIT L - TRAINING SERVICES**

Netsmart shall provide the following Training Services.

A. TRAINING

All courses are to be offered on-site and/or remote dependent upon the agreed upon terms. Following the classes, information shall be available to the State through the shared Netsmart portal for the duration of the project.

1. Delivery Method -Instructor-Led Class Training

This method helps build the in-depth knowledge and hands-on experience the State’s will need to succeed in their job role. The instructor will train the group of Users defined as the Project Team, Users from Departments and selected Subject Matter Experts (SMEs).

2. Project Team Developed Training

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

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

b. Key activities of the approach are highlighted below:

User Training Approach	Role and Responsibility	
	Netsmart Team	State of NH
Develop Training Plan	Lead the development and Implementation of the Training Plan. Provide guidance, coaching, materials, and tools.	Assist in the development and Implementation of the Training Plan.
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Netsmart providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.

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User Training Approach	Role and Responsibility	
	Netsmart Team	State of NH
Produce Training Materials and End-User Documentation (Continued)	Netsmart and the State will together Conduct Train-the-Trainers for the State’s Central Support Group through Implementation. Netsmart will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.
Evaluate Training Effectiveness	Provide evaluation tool which will be sent to attendees.	Distribute evaluation tool, review and put into place measures, which will improve training moving forward.

c. Key User Training Approach Activities

1) Identify State End Users

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

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

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

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

2) Develop Training Plan The Netsmart Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. This plan is intended to:

- 1) Reinforce knowledge comprehension across the State by employing a train-the-trainer approach,

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- 2) 2 train employees on what they need to know and do to perform their jobs effectively,
- 3) 3) Establish an ongoing skills development process,
- 4) 4) Offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers,
- 5) 5) Implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

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

3) Develop Training Curriculum Netsmart shall develop a recommended training curriculum for the State End Users.

4) Produce Training Materials and End-User Documentation

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

B. SEGMENT 1 - MYAVATAR UPGRADE IMPLEMENTATION SERVICES

	Training
Configuration Training	<p>Configuration Training myAvatar Project Team training shall focus on the following areas:</p> <ol style="list-style-type: none"> 1. Home Views 2. Chart Views (Widgets + Overview) 3. Form Functionality Enhancements 4. RADplus Toolkit <ul style="list-style-type: none"> • Widget Wizard • Widget Definition • Form Design Functionality Enhancement • Customized Documentation • View Creation • User Role Definition Updates • User Definition Updates

Although further configuration will occur after Go-Live, configuration changes necessary prior to Go-Live will be made by the State. State representatives will create home and chart views and associate those views with existing User Roles and User Role Definitions. They will review and test workflows with respect to configuration changes.

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Objectives	<ul style="list-style-type: none"> • Modify/ Configure forms required prior to Go-Live • Review configuration and workflows • Test Workflows for configuration issues
State Responsibilities	<ul style="list-style-type: none"> • Create home/ chart view definitions • Review workflow and configuration changes
Netsmart Responsibilities	<ul style="list-style-type: none"> • Support State configuration activities and provide recommended practices • Issue management

New Features Training (Train the Trainer)

During this event, the State will receive training on new features excluding Widgets. Widget training will be completed post Go-Live. State representatives who will maintain and support the production System will attend this event.

Objectives	<ul style="list-style-type: none"> • Prepare State representatives to use new features and enhancements available with MyAvatar; • Train State representatives to locate supporting Documentation and to use the appropriate tools to manage System maintenance; • Educate State representatives on troubleshooting tools and techniques; • Confirm State policies and procedures have been updated; and • Confirm testing readiness.
State Responsibilities	<ul style="list-style-type: none"> • Attend new features training; and • Learn the application tools needed to maintain the production system
Netsmart Responsibilities	<ul style="list-style-type: none"> • Conduct new features training • Provide supporting Documentation.

End-User Training

During this event, the State will deliver training to all end users in preparation for Go-Live. All State staff who will use the MyAvatar software, including those who previously used RADPlus2010, should attend this training.

Objectives	<ul style="list-style-type: none"> • Train end-users on RADPlus2011
State Responsibilities	<ul style="list-style-type: none"> • Distribute training materials provided by Netsmart (or create custom training materials) • Conduct end-user training, ensuring that all necessary staff is trained prior to Go-Live.
Netsmart Responsibilities	<ul style="list-style-type: none"> • Provide State with Netsmart Training Materials and MyAvatar Setup and Training Guide

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C.

SEGMENT 3 - ICD – 10 IMPLEMENTATION SERVICES	
Event	Description
Configuration Training	<p>Project team training focuses on the following areas:</p> <ul style="list-style-type: none"> • Setting of the ICD-10 registry setting • Connection to external web service • Review individual payor and provider ICD-10 over-ride capabilities • Validation of successful data conversion from existing diagnosis tables to new diagnosis tables Configuration Training • Training on ICD-10 Procedure input and configuration • Training on Advanced Billing Rules input and configuration • Training on DRG input and configuration <p>Netsmart shall provide tools to identify the advanced billing rules, forms and reports that require changes. The State will be responsible for any necessary modification of the advanced billing rules, forms and custom reports.</p>
New Features Training	<p>During this event, the State will receive training on new feature functions related to ICD-10 functionality. State representatives who will maintain and support the production system should attend this event.</p> <p>Objectives</p> <ul style="list-style-type: none"> • Prepare State representatives to use new features and enhancements related to ICD-10 functionality; • Train State to locate supporting Documentation and to use the appropriate tools to manage system maintenance; • Educate the State on troubleshooting tools and techniques; • Confirm Client policies and procedures have been updated; • Confirm testing readiness. <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Attend new features training • Learn the application tools needed to New Features Training maintain the production system. <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none"> • Conduct new features training for the following: <ul style="list-style-type: none"> ○ Diagnosis Form ○ Standard Reports ○ State Forms Tool ○ HL7 Interfaces ○ Order Entry ○ OrderConnect ○ Progress Notes ○ CCD Generation • Provide Supporting Documentation <ul style="list-style-type: none"> ○ All areas listed above, plus the following ○ DRG ○ Procedures ○ Modeling capabilities ○ Web Services

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End User Training	<p>During this event, the State will deliver training to all end users in preparation for Go-Live.</p> <p>Objectives</p> <ul style="list-style-type: none">• Train end-users on ICD-10 functionality <p>State Responsibilities:</p> <ul style="list-style-type: none">• Distribute training materials provided by Netsmart (or create custom training materials)• Conduct end-user training, ensuring that all necessary staff is trained prior to Go-Live. <p>Netsmart Responsibilities:</p> <ul style="list-style-type: none">• Provide State with Netsmart training materials.
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EXHIBIT M: AGENCY RFP WITH ADDENDUMS**

EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

Exhibit M-Agency RFP with Addendums

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EXHIBIT N: VENDOR PROPOSAL

EXHIBIT N – NOT APPLICABLE TO THIS CONTRACT

Exhibit N-Contractor Proposal by Reference

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EXHIBIT O - CERTIFICATES AND ATTACHMENTS**

Attached are:

Attachment A: Contractor's Certificate of Vote/Authority

Attachment B: Contractor's Certificate of Good Standing

Attachment C: Contractor's Certificate of Insurance

Attachment D: Department of Health and Human Services Required Documentation:

- Attachment D-1: Standard Certification Regarding Drug-Free Workplace Requirements
- Attachment D-2: Standard Certification Regarding Lobbying
- Attachment D-3: Standard Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Attachment D-4: Standard Certification Regarding the Americans with Disabilities Act Compliance
- Attachment D-5: Standard Certification Regarding Environmental Tobacco Smoke
- Attachment D-6: Standard Health Insurance Portability and Accountability Act Business Associate Agreement
- Attachment D-7: Standard Certification Regarding the Federal Funding Accountability and Transparency (FFATA) Compliance

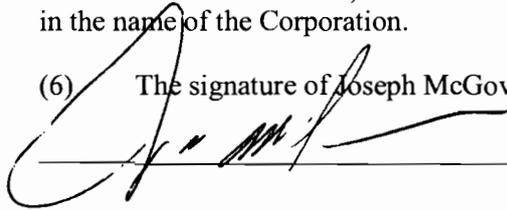
Attachment E: Netsmart Technology, Inc. Cost Quotation

CERTIFICATE OF AUTHORITY
(Corporation under Seal)

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

- (1) I am the Assistant Corporate Secretary of Netsmart Technologies, Inc. a Delaware corporation (the "Corporation").
- (2) I maintain and have custody of the minutes of proceedings of the Board of Directors of the Corporation.
- (3) I am duly authorized to issue certificates with respect to the contents of such records.
- (4) Joseph McGovern is an Executive Vice President of the Corporation
- (5) By resolution adopted on July 22, 2010, the Board of Directors of this Corporation authorized Mr. McGovern, as Executive Vice President of this Corporation, to execute contracts in the name of the Corporation.

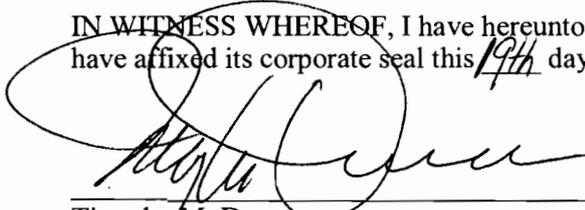
(6) The signature of Joseph McGovern that appears below is genuine.



Joseph McGovern

(7) The resolution respecting Mr. McGovern's authority remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 19th day of March, 2014.



Timothy M. Donovan
Assistant Secretary
Netsmart Technologies, Inc.

(SEAL)

State of New York) **ss:**
County of Suffolk)

On the 19th day of March in the year 2014 before me, the undersigned, a notary public in and for said state and county, personally appeared Timothy M. Donovan, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Danielle L. Tadlock
Notary Public

DANIELLE LYNNE TADLOCK
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TA6241233
Qualified in Suffolk County
My Commission Expires 5-9-15

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 Netsmart Technologies, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on December 2,2009. 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 26th day of March, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/13/2013

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

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

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: American Casualty Company of Reading, PA	20427	INSURER C: Indian Harbor Insurance Company	36940	INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
INSURED 1358708 NS HOLDINGS, INC. NETSMART TECHNOLOGIES, INC. 3500 SUNRISE HIGHWAY SUITE D-122 GREAT RIVER NY 11739														

COVERAGES NSH01 CERTIFICATE NUMBER: 12281797 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADD. INDS-VENDORS GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	N	N	5090734712	11/11/2013	11/11/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	5090734743	11/11/2013	11/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	5088164810	11/11/2013	11/11/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5090734709(AOS) 5090734726(CA)	11/11/2013 11/11/2013	11/11/2014 11/11/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	ERRORS AND OMISSIONS	N	N	MTP003916601	11/11/2013	11/11/2014	\$5,000,000 AGGREGATE; ADD'L TERMS AND CONDITIONS APPLY

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

CERTIFICATE HOLDER
CANCELLATION

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

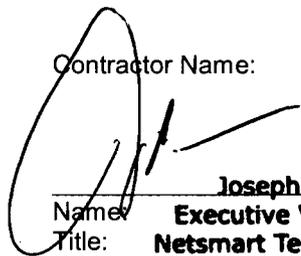


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

3-19-2014
Date

Contractor Name:

Name: Joseph McGovern
Title: **Executive Vice President
Netsmart Technologies, Inc.**

Contractor Initials 
Date 3-19-2014

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

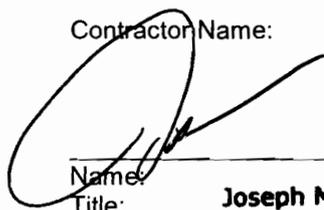
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

3-19-2014
Date

Contractor Name:

 Name: _____
 Title: **Joseph McGovern**
Executive Vice President
Netsmart Technologies, Inc.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

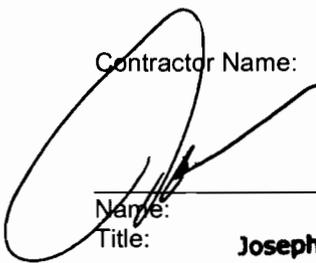
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

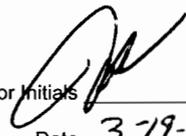
3-19-2014
Date

Contractor Name:


Name:
Title:

Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Contractor Initials


Date 3-19-2014

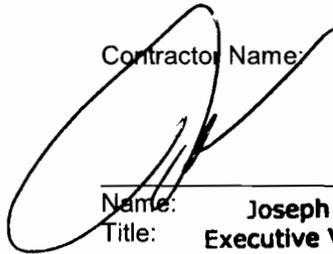


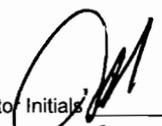
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

3-19-2014
Date

Contractor Name: 
Name: **Joseph McGovern**
Title: **Executive Vice President
Netsmart Technologies, Inc.**

Contractor Initials: 
Date 3-19-2014



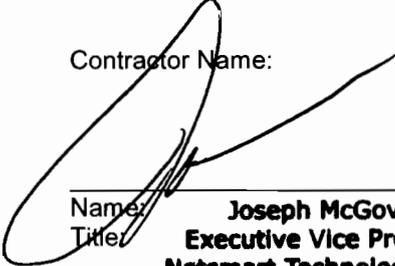
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

3-18-2014
Date

Contractor Name:

Name: **Joseph McGovern**
Title: **Executive Vice President
Netsmart Technologies, Inc.**

Contractor Initials: 
Date: 3-18-2014



HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

Definitions

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
 - 2.1. For the proper management and administration of the Business Associate;
 - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below;
 - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

Obligations of Covered Entity

1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
3. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause

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



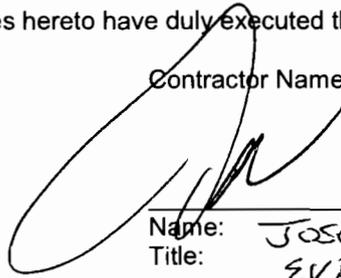
Miscellaneous

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Contractor Name: Netsmart Technologies, Inc

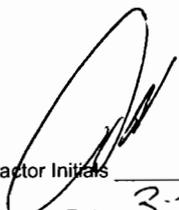
3-19-2014
Date


Name: Joseph McGovern
Title: EVP

State Agency Name:

3/21/14
Date


Name: Marilee Nihan
Title: Deputy Commissioner

Contractor Initials 
Date 3-19-2014



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

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

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

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

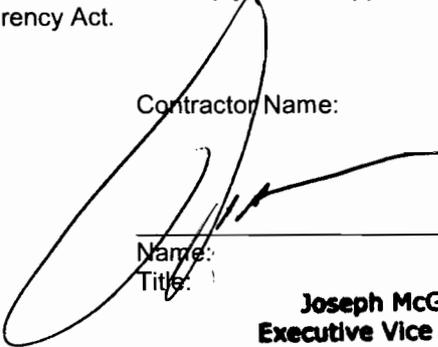
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name:

3-19-2014
Date



Name:
Title:
**Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.**



FORM A

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

1. The DUNS number for your entity is: 807918628
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



myAvatar Proposal for New Hampshire Hospital

Proposal Date: Mar 19, 2014

Expiration Date: Jun 6, 2014

Presented To: Dave Levesque
Director of Information Systems

Account #0004422

myAvatar is Netsmart's complete ARRA-certified electronic health record and practice management solution. Created specifically for the behavioral health industry, myAvatar maximizes the efficiency of each and every user by allowing you to customize your desktop to your unique role in the organization. Whether you are coordinating consumer schedules, accessing charts, measuring key performance indicators, checking eligibility, tracking claims, monitoring system status or even doing all of these at the same time, you can customize myAvatar so that it best meets your needs: "My specific job. My personalized desktop. My customized solution. myAvatar."

New Hampshire Hospital currently runs Avatar with RADplus. This project will upgrade the system to RADplus 2011 / myAvatar and Cache' 2010. myAvatar may require additional hardware which is not included in this proposal. New Hampshire Hospital currently has a 58 Concurrent User license for Intersystems Cache' Elite 64 bit Single Server and a separate 5 Concurrent User license for the same. This proposal will combine and upgrade both licenses to one license for 63 Concurrent Users of Cache' Elite, Multi Server License for 64 Bit OS. A 64 bit hardware platform is required for this Upgrade.

This proposal requires the completion of the Netsmart Technologies Pre-Installation Checklist/Server Inventory Form, supplied under separate cover. Upon review of such form, an assessment will be completed to determine whether the existing New Hampshire Hospital hardware satisfies the requirements for this upgrade or whether additional hardware is required. If additional hardware is required, pricing will be provided.

On October 1, 2014, the industry will be moving to ICD-10 codes for diagnosis and inpatient procedures. The services component of this proposal includes consulting services to assist in the software upgrade required for transmitting ICD-10 codes beginning October 1, 2014 date. In addition, the American Psychiatric Association has recently released DSM-5 as a replacement to the current industry standard DSM-IV. This proposal does not cover any DSM5 content. If DSM5 content becomes a requirement of your Agency's care records, a separate quote will be provided.

myAvatar Upgrade		
Product	Details	Line Total
Plexus Foundation Implementation - Avatar	As per Netsmart's standard myAvatar Upgrade Scope of Work, supplied under separate cover.	USD 104,400.00
Cache' Elite, Multi Server, Platform Specific Upgrade	Single Server to Multi-Server (Named Users 1-63)	USD 11,487.30
Cache' Elite, Multi Server, Platform Specific Upgrade Monthly Maintenance	Single Server to Multi-Server (Named Users 1-63)	USD 210.60
		\$116,097.90

All Maintenance and Support fees above are in addition to any existing Maintenance and Support Fees.

RADplus and Cache License Upgrades

Product	Details	Quantity	Units	Line Total
Additional Avatar RADplus Licenses	Named Users 215-364	150.00	NAMED USER	USD 105,000.00
Additional Avatar RADplus Named User Monthly Maintenance Fees	Named Users 215-364	150.00	NAMDUSR/MO	USD 2,100.00
Additional Cache' Elite, Multi-Server, Platform Specific Licenses	Concurrent Users 64-131	68.00	CONCURUSER	USD 56,236.00
Additional Cache' Elite, Multi-Server, Platform Specific Monthly Maintenance	Concurrent Users 64-131	68.00	CONCURU/MO	USD 1,030.99
			Totals	\$164,366.99

All Maintenance and Support fees above are in addition to any existing Maintenance and Support Fees.

ICD10 Upgrade

Product	Details	Line Total
Diagnosis Content on Demand Monthly Subscription		USD 346.08
Plexus Foundation Implementation - Avatar	As per Netsmart's standard ICD10 Upgrade Scope of Work, supplied under separate cover.	USD 24,000.00
		\$24,346.08

Summary

Section	Total Price
myAvatar Upgrade	\$116,097.90
RADplus and Cache License Upgrades	\$164,366.99
ICD10 Upgrade	\$24,346.08

Upon Netsmart's request and with reasonable notice, Licensee agrees to provide Netsmart with verification as to the number of users accessing ICD-10/DSM-5 Subscription or allow Netsmart or its authorized agent to independently audit Licensee's database to verify the same. Should this verification identify usage of the Licensed Program and/or Subscription in excess of the number of licensed users, Licensee agrees to immediately pay Netsmart's invoice for the then-current prices for such Licensed Program and/or Subscription for each additional user license.

The myAvatar Upgrade services will be provided in both the live and one test environment and will require a minimum of one day system down-time for both systems. Cache 2010 64 bit multi-server is required in order to perform this upgrade. The Cache upgrade requires a separate test server. Both the live and the test environments will have their own OS, Caché instance, set of Namespaces (for each product), and root system code. This new database architecture is designed to support a true TEST environment and an easier way to identify which environment a user is accessing. Each environment must exist on its own server or virtual server. Clients can utilize a virtual server for the Sandbox and Build environments since these will not require extensive server capacities. The Live environment must have the recommended server resources recommended by Netsmart. A hardware review will need to be conducted by Netsmart System Administration staff prior to finalizing the upgrade project. Clients that are upgrading should also consider two additional environments for a total of four environments. Live (Production); UAT (test); Build: (for modeling); and Sandbox: (Play area). The services will be scheduled on different days. Testing will be completed during standard business hours (M-F 9AM-5:30PM). If after hours' installation for the Live system environment is not included above, a quote will be supplied upon further request.

Terms and Conditions

For licensed software orders: 100% of the total license fees due as outlined below. Initial Support Fee Term (contract signing through December 31, 2014) will begin on execution of this proposal. Licenses will be governed by the terms of the License & Service Agreement

Unless specified above, prices quoted exclude the cost of required hardware, operating system software, database software, communications, taxes and shipping charges. Taxes and shipping charges, where applicable, will be invoiced separately.

The initial term for provision of Support Services for Licensed Programs will begin on contract signing through December 31, 2014, with the following January 1, 2015 being the Anniversary date. Unless prices are shown above for renewal terms after the initial term, Netsmart will give Client not less than sixty (60) days written notice prior to any Anniversary date (as defined in the agreement for services) of any revised schedule of support service prices. If prices for renewal terms are not fixed above, support service pricing will not be increased for any renewal term by more than the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)-Medical Care or 4%, whichever is higher. All renewal terms are at the Client's option.

Prices quoted for maintenance and support or professional services do not include travel, living and travel time expenses incurred in the provision of on-site services. Netsmart travel and per diem expenses will be billed and payable monthly at cost as incurred. Travel time will be billed at a rate of \$150 per hour.

The Charges set forth in this Agreement do not include any taxes. If Client claims a tax exemption, Client will provide to Netsmart a certificate of exemption from taxes, or other evidence sufficient to permit Netsmart to exclude taxes from charges. Otherwise, there shall be added to such charges, and Licensee shall pay, amounts equal to any taxes however designated, levied or based excluding Netsmart's income taxes on such changes including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

All terms and conditions of the Governing Software License and Service Agreement remain in full force and effect. Information and/or data contained in this document is the property of Netsmart Technologies. Disclosure to third parties without the express written consent of Netsmart Technologies Inc. is prohibited.

This proposal is valid until the expiration date shown above. All pricing is subject to change after the expiration date listed above and subject to our execution of a contract or issuance and acceptance of a purchase order. For Hardware and any fees not expressly covered under the terms and conditions of this Agreement, 100% of the total fees are due upon execution of this Agreement.

For professional service orders: 100% of the contract amount for services will be invoiced monthly as incurred. Unless specified otherwise herein, professional services will be delivered by remote access during Netsmart normal business hours. Additional fees will be incurred if services are required after hours or on weekends. All professional services and maintenance and support services will be provided under the management and control of Netsmart Technologies by Netsmart employees, Netsmart certified contracted consultants, or some combination thereof.

myAvatar Upgrade Payment Schedule

	Total license fees due	Invoice 7/1/2014
	Total monthly maintenance and support fees due	Invoice 7/1/2014
Milestone 1	Due upon completion of Project Kick-off	35%
Milestone 2	Due upon completion of set up of Test Environment	35%
Milestone 3	Due upon completion of myAvatar User Testing	15%
Milestone 4	Due upon Go-Live of myAvatar	15%
	TOTAL	100%

ICD-10 Payment Schedule

Milestone 1 35% due upon delivery of Project Plan
Milestone 2 40% due upon completion of Integration Testing
Milestone 3 25% due upon completion of Go-Live, or October 1, 2014, whichever is sooner

Additional RAD and Cache' License Purchase Payment:

Client is contracting for the purchase of the additional RAD and Cache' licenses, and should be invoiced for these on 7/1/2014.

To accept this proposal, please sign, date and return to the address or email below. If appropriate, please include a PO number.

Accepted:

Signature: _____ Date: _____

Name: _____ PO #: _____

Title: _____

Netsmart Technologies Inc:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Prepared by: Joel McManus
jmcmanus@ntst.com

Return Address:

Netsmart Technologies Inc
3500 Sunrise Highway
Great River, NY 11739

Status: Approved

Version: 8.0

Created: 2014-03-19 19:27:08

Reference: 2014-03-19-0004422-008059