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

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

Nicholas A. Toumpas  
Commissioner

William L. Baggeroer  
Chief Information  
Officer/Director

July 24, 2013

*Sole Source  
100% General*

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source agreement** with Netsmart Technologies, Inc., 3500 Sunrise Highway, Suite D122, Great River, New York 11739 (Vendor #1163804), for electronic health record services for an amount not to exceed \$129,000, to be effective upon Governor and Executive Council approval through June 30, 2015

Funds are available in the following account for State Fiscal Year 2014, with authority to adjust amounts between fiscal years if needed and justified.

**05-95-94-940010-0968 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC,  
HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ELECTRONIC HEALTH  
RECORD**

| State Fiscal Year | Appropriation    | Class/Object Code | Class Title      | Amount    |
|-------------------|------------------|-------------------|------------------|-----------|
| 2014              | 030-094-09680000 | 034/500099        | Major IT Systems | \$129,000 |

**EXPLANATION**

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

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

The Clinical Workstation would be the last module to having a complete electronic Health Record. The decision of pursuing this contract sole source was motivated by obtaining greater functionality and flexibility as a result of having all three modules contracted with one vendor. Utilizing one vendor will also eliminate the need to configure interfaces between products of multiple vendors, will concentrate single source for technical support.

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

This action is part of an approved capital budget request for New Hampshire Hospital to implement Electronic Medical Records.

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

NHH, with the support of Netsmart Technologies, has successfully implemented the core of an enterprise EMR. Elements of the EMR that have been implemented include:

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

The next step is to implement clinical functionality such as assessments, progress notes, treatment plans, workflow management, discharge summaries and the electronic patient chart. NHH experiences approximately 2,400 admissions and a like amount of discharges annually, creating a massive endeavor to locate, retrieve copy and process patient information, especially upon discharge when timing is critical for the patient to have all orders, notes and prescriptions in hand.

Upon admission to the hospital, a patient's prior information will be instantly available during off hours via EMR for the attending physician to have detailed prior treatment plans for a more accurate assessment of the patient's condition as opposed to requesting a paper file that will be delivered the following day.

The goal of the EMR is to ensure patient-centered decision-making across all disciplines according to a single standard of best practices. Research suggests the EMR can be fully implemented and operational in about a year, increasing the quality of care and positively impacting the budget.

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

Elements to benefit the delivery of care at NHH include:

Success as measured in time savings in all business processes involved with the EMR, including:

- Writing progress notes on paper typically takes ten minutes, reduced to five minutes in the EMR;
- Locating paper progress notes typically takes five minutes, reduced to seconds in the EMR;
- Medical Records are instantly available digitally and paper use is reduced;
- Return on investment is realized in retrieving documents to provide improved treatment by reducing time currently spent locating the very documents vital to that treatment;
- Further return is realized in space savings by reducing paper records currently stored and maintained at great expense;
- Compliance with treatment requirements is documented at the time of treatment in the EMR;
- Clinical staff will have more time to attend to clinical care and less time on paperwork; and,
- The elimination of time spent “looking for a chart” and validating handwritten orders and notes frees more time for treating patients.

Financial benefits above the timesavings include:

- Chart Handling – An industry analysis advised that time spent getting a chart from the chart room or retrieving it from the Health Information Department incurred a manpower cost of \$9.00 per chart;
- Transcription Costs: NHH uses four FTE's for transcribing and studies show a direct savings of 20% - 50% of these costs after successful implementation of an EMR;
- Physician Costs: When attending physicians are encouraged to enter notes and orders themselves, the trade-off in diverting the physician time results in more comprehensive patient record and will result in savings for less time spent by other clinicians comprehending the record.

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

Should Governor and Executive Council determine to not approve this Agreement, we will be unable to achieve Meaningful Use guidelines and/or any other needed data retrieval. Federal regulations are such that those healthcare providers without an operational Electronic Health Record in place by October 1, 2014 will find a reduction in their federal reimbursements.

Source of Funds: 100% General Funds

Area Served: Statewide.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

July 24, 2013

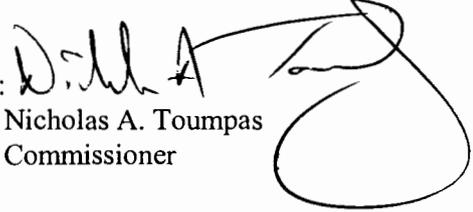
Page 4

Respectfully submitted,



William L. Baggeroer  
Chief Information Officer/Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

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

**Peter C. Hastings**  
*Commissioner*

July 31, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Netsmart Technologies, Inc. of Great River, NY, as described below and referenced as DoIT No. 2013-150.

This contract is for the provision of technical services to implement the next phase of automation for New Hampshire Hospital operations, electronic medical records. Funding for this contract shall not exceed \$129,000 and the contract shall be effective upon 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 for approval.

Sincerely,

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

Peter C. Hastings  
Commissioner

PCH/ltn  
RFP 2013-150

cc: Leslie Mason, DoIT  
William Howley, DHHS

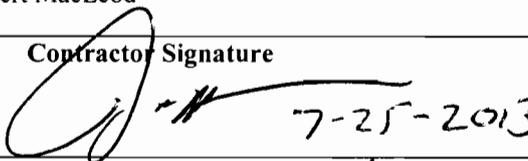
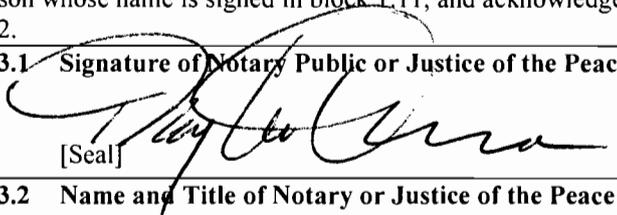
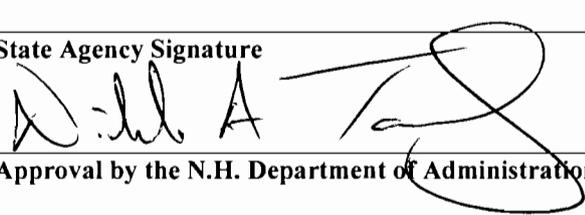
Subject: \_\_\_\_\_

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |  |  |  |
|---|--|--|--|
| <b>1.1 State Agency Name</b><br>New Hampshire Department of Health & Human Services   |  | <b>1.2 State Agency Address</b><br>New Hampshire Hospital<br>36 Clinton Street<br>Concord, NH 03301  |  |
| <b>1.3 Contractor Name</b><br>Netsmart Technologies, Inc.   |  | <b>1.4 Contractor Address</b><br>3500 Sunrise Highway, Suite D122<br>Great River, New York, 11739  |  |
| <b>1.5 Contractor Phone Number</b><br>860-742-8326  | <b>1.6 Account Number</b><br>030-094-09680000-500162<br>Job#94029800 | <b>1.7 Completion Date</b><br>June 30, 2015  | <b>1.8 Price Limitation</b><br>\$ 129,000.00 |
| <b>1.9 Contracting Officer for State Agency</b><br>Robert MacLeod   |  | <b>1.10 State Agency Telephone Number</b><br>603-271-5200  |  |
| <b>1.11 Contractor Signature</b><br> 7-25-2013   |  | <b>1.12 Name and Title of Contractor Signatory</b><br>Joe McGovern, Executive Vice President   |  |
| <b>1.13 Acknowledgement:</b> State of <u>N.H.</u> , County of <u>Suffolk</u><br>On <u>7/25/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |  |  |  |
| <b>1.13.1 Signature of Notary Public or Justice of the Peace</b><br><br>[Seal]   |  | <b>TIMOTHY M. DONOVAN</b><br>Notary Public, State of New York<br>No. 02DO4715210<br>Qualified in Suffolk County<br>Commission Expires Sept. 30, 20 <u>14</u> |  |
| <b>1.13.2 Name and Title of Notary or Justice of the Peace</b>  |  |  |  |
| <b>1.14 State Agency Signature</b><br>   |  | <b>1.15 Name and Title of State Agency Signatory</b><br>Nicholas A. Toumpas, Commissioner <span style="float: right;">8-1-13</span>                          |  |
| <b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____   |  |  |  |
| <b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b><br>By: <u>John E. Herrick</u><br><u>John E. Herrick, Attorney</u> On: <u>30 Jul 2013</u>   |  |  |  |
| <b>1.18 Approval by the Governor and Executive Council</b><br>By: _____ On: _____   |  |  |  |

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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.

Contractor Initials:                       
Date: 7/25/13

**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

Contractor Initials:                       
Date: 1/25/13

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.

Contractor Initials: Jim  
Date: 7/25/13

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: July 24, 2013

CONTRACT PERIOD: August 14, 2013 to June 30, 2015

CONTRACTOR:

NAME: Netsmart Technologies, Inc.

ADDRESS: 3500 Sunrise Highway, Suite D122  
Great River, New York 11739

TELEPHONE: 860-742-8326

FAX: 631-968-2123

EMAIL: JMcGovern@ntst.com

EXECUTIVE DIRECTOR: Joe McGovern, Executive Vice President

The State of New Hampshire ("State") desires to contract with Netsmart Technologies, Inc. ("Netsmart") a Delaware corporation, for Services to implement the next phase in automating New Hampshire Hospital ("NHH") operations, Electronic Medical Records ("EMR").

EMR will provide a single source entry point for all patient information, use an evidence based approach to requesting medications and medical procedures, retrieval of all pertinent patient information including readmissions that will save needed time to handle other admissions.

Contractor Initials: Jm  
Date: 7/25/13

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION SERVICES  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DHHS NETSMART TECHNOLOGIES, INC. CONTRACT**

**EXHIBIT A – STATEMENT OF WORK**

**1. INTRODUCTION**

The State of New Hampshire (“State”) desires to contract with Netsmart Technologies, Inc. (“Netsmart”) a Delaware corporation, for Services to implement the next phase in automating New Hampshire Hospital (“NHH”) operations, Electronic Medical Records (“EMR”).

EMR will provide a single source entry point for all patient information, use an evidence based approach to requesting medications and medical procedures, retrieval of pertinent patient information including readmissions that will save needed time to handle other admissions.

**TERMS AND DEFINITIONS**

The following general Contracting terms and definitions, if applicable to the delivery of consulting services contemplated by this agreement, apply.

|                                     |   |
|-------------------------------------|---|
| <b>Acceptance</b>                   | Notice from the State that a Deliverable has satisfied Acceptance Test or Review.   |
| <b>Breach or Breach of Security</b> | Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity   |
| <b>Certification</b>                | Netsmart's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Netsmart has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review. |
| <b>Change Order</b>                 | Formal Documentation prepared for a proposed change in the Specifications.  |
| <b>Confidential Information</b>     | Information required to be kept Confidential from unauthorized disclosure under the Contract  |
| <b>DHHS</b>                         | New Hampshire Department of Health and Human Services   |
| <b>Contract</b>                     | This Agreement between the State of New Hampshire and a Netsmart, which creates binding obligations for each party to perform as specified in the Contract Documents.   |
| <b>Contract Administrator</b>       | The State employee responsible for Contract execution   |
| <b>Contract Documents</b>           | Documents that comprise this Contract   |
| <b>COTS</b>                         | Commercial off the shelf software   |

Contractor's Initials:   
Date: 1/25/13

|  |  |
|--|--|
| <b>Deficiencies/Defects</b>              | <p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate in that they did not materially conform with the terms of this Agreement and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on the System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p> |
| <b>Deliverables</b>                      | A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Netsmart to the State or under the terms of a Contract requirement.   |
| <b>Documentation</b>                     | All information that describes the installation, operation, and use of the Software, either in printed or electronic format.   |
| <b>DoIT</b>                              | Department of Information Technology, an agency of the State of New Hampshire  |
| <b>Effective Date</b>                    | The commencement date of the Contract as approved by Governor and Council  |
| <b>Enhancement</b>                       | Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders   |
| <b>Event of Default</b>                  | <p>Any one or more of the following acts or omissions of a Netsmart shall constitute an event of default hereunder ("Event of Default")</p> <p>a. Failure to perform the Services satisfactorily in accordance with this Agreement or on schedule;</p> <p>b. Failure to submit any report required; and/or</p> <p>c. Failure to perform any other material covenant, term or condition of the Contract</p>   |
| <b>Governor and Executive Council</b>    | The Governor of the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.   |
| <b>Identification and Authentication</b> | Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users   |
| <b>Input Validation</b>                  | Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization  |
| <b>Intrusion Detection</b>               | Supports the detection of illegal entrance into a computer system  |
| <b>Licensee</b>                          | State of New Hampshire   |
| <b>Licensor</b>                          | Netsmart Technologies, Inc.  |
| <b>Non-Software Deliverables</b>         | Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other   |
| <b>Notice to Default</b>                 | A formal notice declaring that a failure to comply with the Contract has occurred  |

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|                                     |   |
|-------------------------------------|---|
| <b>Notice to Proceed (NTP)</b>      | The State Contract Manager's written direction to Netsmart to begin work on the Contract on a given date and time   |
| <b>Operating System</b>             | System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.  |
| <b>Order of Precedence</b>          | The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence  |
| <b>OIS</b>                          | Office of Information Services, a division of the Department of Health and Human Services of the State of New Hampshire   |
| <b>Project</b>                      | Contract and the activities of the parties related hereto.  |
| <b>Purchaser</b>                    | State of New Hampshire  |
| <b>Review</b>                       | The process of Reviewing Deliverables for Acceptance  |
| <b>Seller</b>                       | Netsmart Technologies, Inc.   |
| <b>Services</b>                     | The work to be performed by Netsmart Technologies, Inc. as described in the contract  |
| <b>Software</b>                     | All Custom Software and COTS Software provided by Netsmart under the Contract, including but not limited to Avatar Clinical Workstation.  |
| <b>Solution</b>                     | The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by Netsmart in response to this RFB.  |
| <b>Specifications</b>               | The written Specifications that set forth the requirements which include, without limitation, this Contract, any mutually agreed performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein. |
| <b>State</b>                        | State of New Hampshire. The term includes the requesting Agency and the Department of Information Technology,   |
| <b>Statement of Work (SOW)</b>      | A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Netsmart. The SOW defines the results that Netsmart remains responsible and accountable for achieving.   |
| <b>State's Confidential Records</b> | State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A  |
| <b>System</b>                       | All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.   |
| <b>Term</b>                         | The duration of the contract from Effective Date to the expiration date.  |
| <b>UAT</b>                          | User Acceptance Test  |
| <b>User Acceptance Testing</b>      | Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.  |

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|                             |  |
|-----------------------------|--|
| <b>Updates</b>              | Any changes (including upgrades or Enhancements) to the Software   |
| <b>Vendor</b>               | Netsmart Technologies, Inc.  |
| <b>Verification</b>         | Supports the confirmation of authority to enter a computer system, application or network  |
| <b>Warranty Period</b>      | A period of coverage during which the Contracted Netsmart is responsible for providing a guarantee for products and Services delivered as defined in the Contract.   |
| <b>Work Hours</b>           | Netsmart personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.                               |
| <b>Work Plan</b>            | The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project. 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. |
| <b>Written Deliverables</b> | Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by Netsmart either in paper or electronic format.  |

## 2. CONTRACT DOCUMENTS

2.1 This contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions (Form P-37)
- b. Exhibit A Statement of Work
- c. Exhibit A-1 Scope of Work
- d. Exhibit A-2 Additional Terms and Conditions
- e. Exhibit B Payment Schedule
- f. Exhibit C Special Provisions
- g. Exhibit D Certification Regarding Drug-Free Workplace Requirements
- h. Exhibit E Certification Regarding Lobbying
- i. Exhibit F Certification Regarding Debarment, Suspension
- j. Exhibit G Certification Regarding ADA Compliance
- k. Exhibit H Certification Regarding Environmental Tobacco Smoke
- l. Exhibit I HIPAA Business Associates Agreement
- m. Exhibit J Certification FFATA
- n. Certificate of Vote
- o. Certificate of Good Standing
- p. Insurance Certificate

2.2 Order of Precedence

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

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- a. The State of New Hampshire Terms and Conditions, Form P-37 Contract Agreement Part 1;
- b. State of New Hampshire, Department of Health and Human Services Contract which includes all exhibits outlined above including standard Health and Human Services Exhibits;

**3. SCOPE OF SERVICES**

Netsmart Technologies, Inc. shall provide the State the Services and Deliverables required under this contract, as set forth in Exhibit B, *Payment Schedule*.

**4. TERM**

4.1 Period of Performance

This contract shall take effect after full execution by the parties, and receipt of required governmental approvals, including, but not limited to, the New Hampshire Governor and Executive Council approval. It shall remain in effect through June 30, 2015 unless otherwise terminated in accordance with this Contract.

**5. CONTRACT ADMINISTRATION**

5.1 Netsmart Technologies, Inc. Contract Manager

Netsmart Technologies, Inc. shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person 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

5.2 State Contract Manager

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

Jamie L. Dall  
Director of Finance & Support Operations  
New Hampshire Hospital  
36 Clinton Street  
Concord, New Hampshire 03301-2359  
Tel: 603-271-5708  
Email: [Jdall@dhhs.state.nh.us](mailto:Jdall@dhhs.state.nh.us)

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**6. STATEMENT OF WORK / TIMEFRAME / SUPPORT AND MAINTENANCE**

6.1 Statement of Work

Netsmart Technologies, Inc. will provide professional services including project management, configuration services, and training as defined in Exhibit A-1 Netsmart Technologies, Inc. and New Hampshire State Hospital SCOPE OF WORK.

6.2 Timeframe

After approval by Governor and Council, the State will notify Netsmart Technologies, Inc. of the Effective Date and work will commence within fifteen (15) days following the Effective Date of this Agreement.

6.3 Support and Maintenance

Netsmart Technologies, Inc. will provide Software maintenance and support as described in the existing Agreements. This Agreement is solely for professional services.

**7. TITLE**

The Title is governed by existing State of New Hampshire Avatar License Agreement with Netsmart Technologies.

**8. GRANT OF LICENSURE**

The Netsmart Clinical Work Station (CWS) Electronic Medical Record modules and the Netsmart Avatar software currently used by New Hampshire Hospital was licensed under previous agreement, procured by DHHS under the State of New Hampshire Contract for Netsmart Avatar Software.

**9. SOFTWARE PROFESSIONAL SERVICES**

The Netsmart CWS software was licensed under previous agreement. As part of this agreement the Licensor shall provide current Software for initial installation or reinstallation or reconfiguring at Licensee's site. Licensor will provide installation instructions that must be followed by Licensee. For web application installation, Licensor shall provide technical telephone support to Licensee's personnel to assist in the installation of the Software as defined in Exhibit A-1, Netsmart Technologies, Inc. and New Hampshire State Hospital SCOPE OF WORK

**10. INTERNAL ESCALLATION PROCEDURE FOR DISPUTES**

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

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the

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parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**Dispute Resolution Responsibility and Schedule Table**

| Level  | Netsmart Technologies                               | The State             | Cumulative Time Allotted |
|--------|---|-----------------------|--------------------------|
| First  | Netsmart Project Manager                            | State Project Manager | 5 Business Days          |
| Second | Netsmart Public Sector Consulting Practice Director | Director of OIS       | 10 Business Days         |
| Third  | Netsmart Contract Officer                           | DHHS Commissioner     | 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.

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**Exhibit A-1**  
**Netsmart Technologies, Inc. and New Hampshire Hospital**  
**Clinical Work Station – Electronic Health Record**

**SCOPE OF WORK**

**1. Purpose**

The purpose for this statement of work is to outline the requirements and deliverables for the implementation and project management of the Client’s Implementation. The “Client” is the Department of Health and Human Services, New Hampshire Hospital, hereafter referred to as “NHH”. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations. The details of the scope of services are included below.

**2. Project Duration**

Project Duration

The following project start and end dates are estimates, and are subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementation. Netsmart requires a minimum of 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 expected to be 9 months. Additional services may be applicable for any project where the duration is in excess of 12 months.

**3. Scope**

| Avatar CWS   | Scope   |
|--|---|
| <p>Netsmart’s Avatar Clinical Workstation (CWS) is the core of the ARRA certified solution for computerized patient records. The solution enables full integration of clinical tools to offer an interdisciplinary approach to care in health and human services environments. Avatar CWS supports a robust electronic health record with clinical modules that include Diagnosis, Treatment/Care Planning, Progress Notes, Workflow, Assessments and Reporting. Laboratory results and other interdepartmental data are also supported by Avatar CWS to provide a complete, comprehensive patient record.</p> |   |
| <p><b>Treatment/Care Planning</b></p>  | <p>Ability to include 2 treatment plan templates tailored to address the unique needs of key target populations, supporting best practice guidelines. Customized libraries can be developed by the client post-go live.</p> <p>The included treatment templates cover the following areas:</p> <ul style="list-style-type: none"> <li>• Substance Abuse</li> <li>• Mental Health</li> </ul> |
|  | <p>Keyword search capability.</p>   |
|  | <p>Care Planning includes full clinician workflow process from problem definitions and diagnosis to goals, objectives and interventions.</p>  |
|  | <p>Record the staff participating in the plan.</p> <p>Optional subscription to Wiley treatment plan library and develop customized treatment plan libraries post go-live.</p>   |

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|                               |   |
|-------------------------------|---|
| <b>Progress Notes</b>         | 2 unique progress note templates can be implemented that can be used to outline the general group content and for each client the general outline is individualized.  |
|                               | Enter progress notes for an individual or for a group.  |
|                               | Ambulatory notes are linked to outstanding services, or may be posted to a service directly from the entry of the note.   |
|                               | Individual care plan components (Diagnosis, Problems, Goals, Interventions and Objectives) are tagged to their associated progress notes, as required by The Joint Commission guidelines.   |
| <b>Note Review</b>            | Display the entire history of notes, particular note types, or specialty area notes for review and signature by authorized personnel through co-signature.  |
|                               | File notes generally or with in a specialty area (social work, psychiatry, etc.) making not review simple and direct.   |
| <b>Diagnosis Coding</b>       | Access diagnosis information through the use of a DSM-IV look-up.   |
|                               | Searches by partial description or code are supported.  |
|                               | Multiple selections are supported for all five axes.  |
|                               | All DSM-IV codes are cross-walked to ICD-9.   |
| <b>Workflow Notifications</b> | Diagnostic information is linked to the treatment/care planner.   |
|                               | Informs a clinician when a progress note is required, an assessment requires approval, a progress note requires a co-signature or a treatment plan review date is approaching.  |
| <b>Assessments</b>            | Up to 3 assessments which include 1 associated report for each Assessment.  |
| <b>Reports</b>                | Includes the following reports: Missing patient Flow Sheets, Chart Review, Nursing Administration Summary, Discharge Report, and more. For each staff, a To-Do-List serves as a reminder of needed progress notes, treatment plan reviews and other required documentation. |
|                               | Supervisors have access to staff To-Do-Lists.   |

#### 4. Assumptions

- Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- NHH will use Crystal v9 Professional or later for all report development
- NHH will provide resources as identified in the work breakdown structure of the project plan.
- A training room will be available for the training sessions with working equipment and appropriate software loaded.
- Individuals scheduled to attend training will attend.
- When available, Netsmart will provide recommended practices.
- The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined below.
- NHH has been trained on RADplus Toolset and the use of Crystal reports from within Avatar.

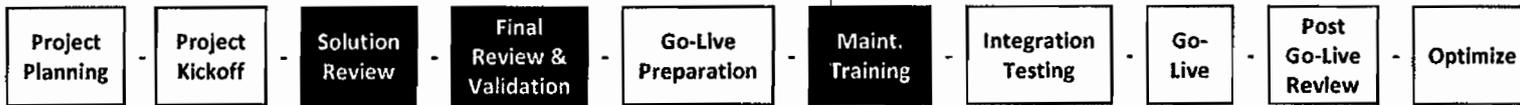
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### 5. Location of Work & NHH Responsibilities

The location of work by Netsmart and NHH staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at NHH location(s), at a Netsmart regional office or conducted remotely. DHHS/New Hampshire Hospital employees will not be required to travel to the Netsmart regional office. A high-level outline for work location and NHH responsibilities is provided below.

#### High Level Plexus Methodology & Event Location



Location  
 NHH   
 Netsmart

- NHH Responsibilities**
- Identify and Staff Project Team
- Attend Knowledge Transfer Sessions
- Provide Data Collection
- Conduct System Testing
- Conduct Integration Testing
- Conduct End-User Training
- Plan & Staff Go-Live
- Maintain System Post Go-Live

Contractor's Initials: *[Signature]*  
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## 6. Plexus Events, Expectations & Deliverables

The following section of this document details the main deliverables of the Clinical Work Station Implementation.

### 6.1 Sales to Operations Transition (Completed)

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

### 6.2 Hardware Network OS/Installation (Completed)

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

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

### 6.3 Software Delivery and Installation (Completed)

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

Netsmart's system engineers installed the solution on the system hardware/server and a subset of NHH workstations. This software installation was performed remotely via VPN connection and included the following:

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

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

### 6.4 Project Planning

The Project Planning Event is an opportunity to begin preparing your project team. The NHH project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation

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methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team.

Additionally project tools that will be used will be shown through demonstration and hands-on experience.

**Objectives:**

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

**Netsmart Responsibilities:**

- Prepare Agenda for the Planning Event
- Prepare Project Documentation in draft format
- Present the Plexus Methodology

**Netsmart Deliverables**

- Starter Kit and Scripts
- Project Planning Documents

**NHH Responsibilities:**

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

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## 6.5 General Project Management

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

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

## 6.6 Project Kickoff

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

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

The scope review session includes breakout sessions led by SA's to review in detail the contract scope.

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

### Objectives:

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items

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- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Plan for next event

**Netsmart Responsibilities:**

- Prepare agenda, presentation and demonstration
- Conduct the solution session
- Collect Starter Kit
- Conduct Scope review
- Conduct workflow assessment
- Deliver and receive sign-off of the Event Summary Assessment

**Netsmart Deliverables**

- Draft Scope Document
- Workflow Assessment

**NHH Responsibilities:**

- Co-deliver Project Kickoff presentation (with Netsmart leadership support)
- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during workflow assessment
- Participate in scope review discussions
- Provide necessary facilities and equipment to support the event

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## 6.7 Solution Review

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

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

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

### Objectives:

- Demonstrate recommended system workflow in NHH system
- Conduct integration discussions
- Discuss data collection materials
- Identify Policies & Procedures requiring change
- Review the event summary and sign-off
- Plan for next event

### Netsmart Responsibilities:

- Confirm scope and proposed solution
- Conduct solution sessions
- Conduct project sessions

### Netsmart Deliverables

- Solution Build: 50% as Defined in the Scope
- Build Changes Document

### NHH Responsibilities:

- Participate in the Solution Review event
- Provide knowledge of requested data and current departmental processes and workflow

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- Identify Standard Operating Policies & Procedures for organization that will require change
- Make design decisions for future state processes
- Complete data collection assignments by defined due dates
- Identify process improvement opportunities

### 6.8 Final Review & Validation

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

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

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

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

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

#### Objectives (Final Review)

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

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**Objectives (Testing Workshop)**

- Provide training on test script development and testing concepts
- Begin development of NHH-specific system test scripts
- Plan for next event

**Objectives (Learning Plan Workshop)**

- Conduct Learning Plan session
- Begin development on Learning Plan to begin preparation for end-user training
- Plan for next event

**Netsmart Responsibilities:**

- Confirm Final Design for solution
- Conduct final review and validation solution session
- Conduct Train the Trainer session

**Netsmart Deliverables**

- Solution Build: 100% as Defined in the Scope
- Learning Plan Draft
- Train the Trainer Training Completed

**NHH Responsibilities:**

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments
- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training
- Data Conversion initial file load

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## 6.9 Go-Live Preparation

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

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

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

### Solution-Specific Activities & Objectives

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

### Project Management Activities & Objectives

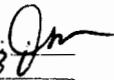
- Initiate ownership transition process
- Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing
- Finalize Integration Testing Plan
- Initiate Go-Live Planning
- Conduct Plexus Go-Live Preparation Assessment (Gate 4)
- Plan for next event

### Netsmart Responsibilities:

- Conduct go-live preparation event

### Netsmart Deliverables

- Go-Live Preparation Event Completed
- Integration of Testing Plan

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**NHH Responsibilities:**

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities
- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing Scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

**6.10 Maintenance Training**

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

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

**Objectives**

- Prepare NHH representatives to make common data base updates
- Train NHH to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate NHH on troubleshooting tools and techniques
- Confirm NHH policies and procedures have been updated
- Confirm Integration Testing readiness
- Plan for next event

**Netsmart Responsibilities:**

- Conduct Maintenance training session

Contractor's Initials: Date: 7/25/13

**Netsmart Deliverables**

- Maintenance Training Event Survey
- Maintenance Training Completed

**NHH Responsibilities:**

- Attend database maintenance training
- Learn the application tools needed to maintain the production system

**6.11 Integration Testing**

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

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

**Objectives**

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

**Netsmart Responsibilities:**

- Provide oversight during the testing stage
- Confirming Go-live Preparedness

**Netsmart Deliverables**

- Go-live Plan Template
- Go-live Assessment Completed

**NHH Responsibilities:**

- Lead and direct integration testing activities
- Conduct application integrated testing

Contractor's Initials: Jan  
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- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

#### 6.12 Go-Live:

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

#### Objectives:

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

#### Netsmart Responsibilities:

- Ensure Go-live support is in place
- Provide resolution support

#### Netsmart Deliverables

- 3 Days of Post Go-Live On-Site Project Manager Support and Netsmart Remote Support

#### NHH Responsibilities:

- Develop and complete go-live plan
- Confirm all systems, resources and 3<sup>rd</sup> 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

#### 6.13 Post-Go-Live Review

The purpose of Post-Go-Live Review is to gauge end-user satisfaction, understand current utilization of the solutions, and discuss process and solution issues. As a part of the review, which includes a series of interviews, observations, recommendations are made on how to optimize design, build and general use of the system in

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order to take advantage of all that the solution has to offer as well as ascertain potential design enhancements. Additionally, this process provides a view to solution capabilities and additional benefits that are available to NHH, allowing for more effective planning for system and process optimization and project phases.

The Post-Conversion Review will be conducted at the NHH site by a Solution Architect and is to be conducted 60 to 90 days following conversion.

**Objectives:**

- Conduct Post-Go-Live Review interviews
- Interview NHH using Post-Go-Live Review template
- Gather and document feedback regarding end-user and organizational satisfaction
- Identify critical process workflow enhancement concerns
- Gather feedback regarding system adoption
- Hold & document conversations for continued relationship opportunities, planning needs & optimization
- Develop short and long term action plans
- Deliver Post-Go-Live Executive Summary
- Plan for optimization

**Netsmart Responsibilities:**

- Provide resolution support

**Netsmart Deliverables**

- Executive Summary Assessment
- Transition to Support Document

**NHH Responsibilities:**

- Provide answers to Post-Go-Live review questions
- Plan for optimization

*Remainder of page left intentionally blank.*

Contractor's Initials \_\_\_\_\_  
Date: 7/25/13

## EXHIBIT A-2

## ADDITIONAL TERMS AND CONDITIONS

This Exhibit A-2 sets forth additional terms and conditions under which Netsmart agrees to provide Avatar Clinical Workstation and related Services.

**1. DELIVERABLES**

Netsmart shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance. Upon its submission of a Deliverable, Netsmart represents that it has performed its obligations under the Contract associated with the Deliverable.

WRITTEN DELIVERABLES REVIEW

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from Netsmart that the Written Deliverable is final, complete, and ready for Review. The State will notify Netsmart in writing of its Acceptance or Non-Acceptance of a Written Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify Netsmart in writing of the Deficiency and Netsmart must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify Netsmart in writing of its Acceptance or rejection thereof.

SOFTWARE DELIVERABLES REVIEW

The State's Software Deliverable Review shall follow the process set forth in Section 3: *Testing*.

NON-SOFTWARE DELIVERABLES REVIEW

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify Netsmart in writing of its Acceptance or non-Acceptance of the Non-Software Deliverable. Netsmart must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify Netsmart in writing of its Acceptance or rejection of the Non-Software Deliverable.

**2. NETSMART'S GRANT OF USE OF SOFTWARE**

Terms of use of the Avatar Clinical Workstation Software shall be governed by an existing agreement (Purchase Order #7000723).

**3. CONFIDENTIAL INFORMATION**

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

Netsmart agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to Netsmart in connection with its performance under the Contract, regardless of its form.

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

Any disclosure of the State's information shall require prior written approval of the State. Netsmart shall immediately notify the State if any request, subpoena or other legal process is served upon Netsmart regarding the State's Confidential Information, and Netsmart shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, Netsmart shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

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

This Confidential Information shall survive the termination or conclusion of the Contract.

**4. TERMINATION**

This section shall survive termination or Contract Conclusion.

**TERMINATION FOR DEFAULT**

Section 8 of the State of New Hampshire standard Contract form P-37 shall govern termination by default.

In the Event of Default by the State, Netsmart shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**TERMINATION FOR CONVENIENCE**

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Netsmart. In the event of such termination for convenience, the State shall pay Netsmart the agreed upon price, if separately stated, 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 will be paid, in whole or in part, generally in accordance with Exhibit B.

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

Contractor's Initials: Jm  
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**5. LIMITATION OF LIABILITY**

Subject to applicable laws and regulations, in no event shall Netsmart be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and Netsmart's liability to the State shall not exceed the total Contract price in the executed State of New Hampshire standard Contract form P-37, Section 1.8 Price Limitation. Notwithstanding the foregoing, the limitation of liability shall not apply to Netsmart's obligations set forth in this Exhibit A-2, Infringement Indemnification, which shall be unlimited.

**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.

**SURVIVAL**

Section 5 of this Exhibit A-2 shall survive termination or Contract Conclusion.

**6. INDEMNIFICATION**

Netsmart shall indemnify the State as set forth under Section 13: Indemnification of State of New Hampshire standard Contract form P-37 (Appendix A).

**7. GENERAL TERMS AND CONDITIONS**

**TRAVEL EXPENSES**

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

**SHIPPING AND DELIVERY FEE EXEMPTION**

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

**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, State data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

**IT REQUIRED WORK PROCEDURES**

All Services must conform to standards and procedures established by the Department of Information Technology.

**NETSMART ACCESS OF STATE INFORMATION SYSTEMS LIMITED**

In consideration for receiving access to and use of State Information Systems, Netsmart 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 Netsmart access or attempt to access any information without having the express authority to do so.

Contractor's Initials:                       
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- c. That at no time shall Netsmart 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 Netsmart 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 Netsmart. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Netsmart 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.

**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).

**REGULATORY/GOVERNMENTAL APPROVALS**

Any Contract awarded shall be contingent upon Netsmart obtaining all necessary and applicable regulatory or other governmental approvals.

**FORCE MAJEURE**

Neither Netsmart 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, lockouts, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

**VENUE AND JURISDICTION**

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

*Remainder of page left intentionally blank.*

Contractor's Initials:   
Date: 7/25/13

**STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION SERVICES  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DHHS NETSMART TECHNOLOGIES, INC. CONTRACT**

**EXHIBIT B – PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

All charges by Netsmart Technologies, Inc. under this Contract shall be Fixed Price in accordance with the schedules set forth in Table below.

**2. FIXED PRICE PAYMENT SCHEDULE**

Table 1 Payment Schedule: New Hampshire Hospital Clinical Work Station (CSW) Implementation Professional Services. Dates are estimates and will be adjusted as mutually agreeable after initial project planning discussions.

| Number   | Estimated Project Plan Date | Milestone                         | Type of Deliverable   | Percent of Professional Services | Amount              |
|--|-----------------------------|-----------------------------------|---|----------------------------------|---------------------|
| 1  | 9/1/2013                    | Contract signing                  | Signed executed documents   | 0%                               | \$0.00              |
| 2  | 11/1/2013                   | Project Planning Meeting Complete | Client written acceptance of Deliverables associated with 6.4 Project Planning            | 10%                              | \$12,900.00         |
| 3  | 12/1/2013                   | Project Kickoff                   | Client written acceptance of Deliverables associated with 6.6 Project Kickoff             | 10%                              | \$12,900.00         |
| 4  | 12/15/2013                  | Completion of Solution Review     | Client written acceptance of Deliverables associated with 6.7 Solution Review             | 20%                              | \$25,800.00         |
| 5  | 1/31/2014                   | Final Review and Validation       | Client written acceptance of Deliverables associated with 6.8 Final Review and Validation | 10%                              | \$12,900.00         |
| 6  | 2/15/2014                   | Go Live Preparation               | Client written acceptance of Deliverables associated with 6.9 Go Live Preparation         | 10%                              | \$12,900.00         |
| 7  | 2/1/2014                    | Maintenance Training              | Client written acceptance of Deliverables associated with 6.10 Maintenance Training       | 10%                              | \$12,900.00         |
| 8  | 2/15/2014                   | Integration Testing               | Client written acceptance of Deliverables associated with 6.11 Integration Testing        | 10%                              | \$12,900.00         |
| 9  | 3/15/2014                   | Go Live                           | Client written acceptance of Deliverables associated with 6.12 Go Live                    | 10%                              | \$12,900.00         |
| 10   | 3/28/2014                   | Post Go Live                      | Client written acceptance of Deliverables associated with 6.13 Post Go-Live               | 10%                              | \$12,900.00         |
| <b>Total for project through June 30, 2015</b> |                             |                                   |   | <b>100%</b>                      | <b>\$129,000.00</b> |

Contractor's Initials  
Date

*Jm*  
7/25/13

Note: Costs and Payment Schedule noted on the schedule include travel expenses. No costs other than those described in the table above may be billed.

### 3. PAYMENTS

The State shall pay Netsmart Technologies, Inc. within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice for services identified in the Table above.

- Invoices submitted by Netsmart Technologies, Inc. must contain the following information:
  - Netsmart Technologies, Inc. name and remit-to address
  - Price and name of service completed
  - NH DHHS contract number
- Send all invoices to:

Jamie L. Dall  
Director of Finance & Support Operations  
New Hampshire Hospital  
36 Clinton Street  
Concord, New Hampshire 03301-2359  
Tel: 603-271-5708  
Email: [Jdall@dhhs.state.nh.us](mailto:Jdall@dhhs.state.nh.us)

Contractor's Initials: JD  
Date: 7/25/13

**NH Department of Health and Human Services**

**STANDARD EXHIBIT C**

**SPECIAL PROVISIONS**

1. The only special provisions for the Form Number P-37 are 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 the term “data” for the purpose of this contract with Netsmart Technologies, Inc. will not include the words “computer programs” nor will the term infer or include source code(s) and/or other proprietary information. This revised definition of “data” is applicable to the language of Section 9.2 of the Form Number P-37.

Contractor's Initials:   
Date: 7/29/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
(a) 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;
(b) Establishing an ongoing drug-free awareness program to inform employees about
(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: [Signature]
Date: 7/25/13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - (1) Abide by the terms of the statement; and
  - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
  - (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
  - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

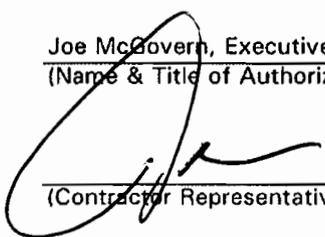
Place of Performance (street address, city, county, state, zip code) (list each location)

New Hampshire Hospital @ 36 Clinton Street, Concord, NH 03301

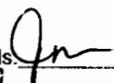
Check  if there are workplaces on file that are not identified here.

|                             |  |               |
|-----------------------------|--|---------------|
| Netsmart Technologies, Inc. | From: 8/14/2013                        | To: 6/30/2015 |
| (Contractor Name)           | (Period Covered by this Certification) |               |

|  |  |
|--|--|
| Joe McGovern, Executive Vice President                 |  |
| (Name & Title of Authorized Contractor Representative) |  |

  
 (Contractor Representative Signature)

7-25-2013  
 (Date)

Contractor Initials:   
 Date: 7/25/13

NH Department of Health and Human Services

STANDARD 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

Contract Period: August 14, 2013 through June 30, 2015

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.

[Handwritten Signature]

(Contractor Representative Signature)

Joe McGovern, Executive Vice President

(Authorized Contractor Representative Name & Title)

Netsmart Technologies, Inc.

(Contractor Name)

7-25-2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials:     Jm      
 Date:     7/25/13

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**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) 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;
  - (c) 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 (1)(b) of this certification; and
  - (d) 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.
- (2) 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).

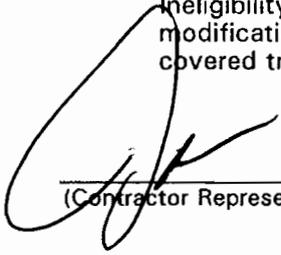
Contractor Initials:                       
Date: 7/25/13

**LOWER TIER COVERED TRANSACTIONS**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.



(Contractor Representative Signature)

Joe McGovern, Executive Vice President  
(Authorized Contractor Representative Name & Title)

Netsmart Technologies, Inc.  
(Contractor Name)

7-25-2013  
(Date)

Contractor Initials:   
Date: 7/25/13

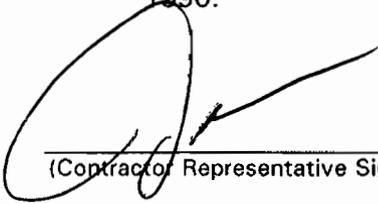
NH Department of Health and Human Services

STANDARD EXHIBIT G

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.



(Contractor Representative Signature)

Joe McGovern, Executive Vice President

(Authorized Contractor Representative Name & Title)

Netsmart Technologies, Inc.

(Contractor Name)

7-25-2013

(Date)

Contractor Initials: Jm

Date: 7/25/13

NH Department of Health and Human Services

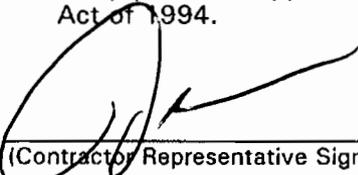
STANDARD EXHIBIT H

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.

  
(Contractor Representative Signature)

Joe McGovern, Executive Vice President  
(Authorized Contractor Representative Name & Title)

Netsmart Technologies, Inc.  
(Contractor Name)

7-25-2013  
(Date)

Contractor Initials:   
Date: 7/25/13

## NH Department of Health and Human Services

**STANDARD EXHIBIT I**  
**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.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "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).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, 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.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to 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.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

**(3) Obligations and Activities of Business Associate**

- a. 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.
- b. 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.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

New Hampshire Department of Health & Human Services  
New Hampshire Hospital

Netsmart Technologies, Inc.

The State Agency Name

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Nicholas A. Toumpas

Joe McGovern

Name of Authorized Representative

Name of Authorized Representative

Commissioner

Executive Vice President

Title of Authorized Representative

Title of Authorized Representative

Date

Date

STANDARD EXHIBIT J

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

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

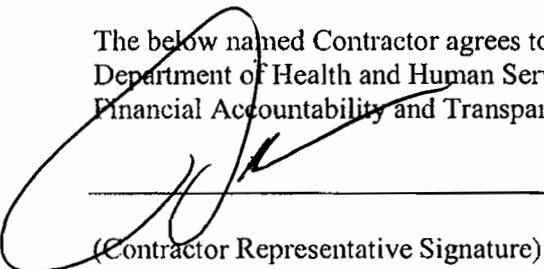
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. 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.



Joe McGovern, Executive Vice President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Netsmart Technologies, Inc.

7-25-2013

(Contractor Name)

(Date)

Contractor initials: Jm  
 Date: 7/25/13  
 Page # 45 of Page # 46

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: \_\_\_\_\_

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:

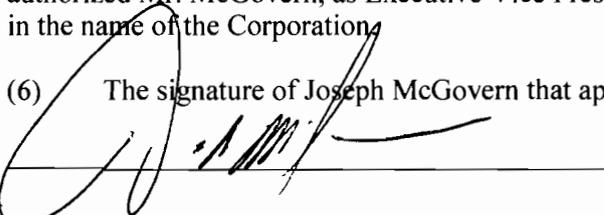
|             |               |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor initials:       
Date: 7/25/13  
Page # 46 of Page # 46

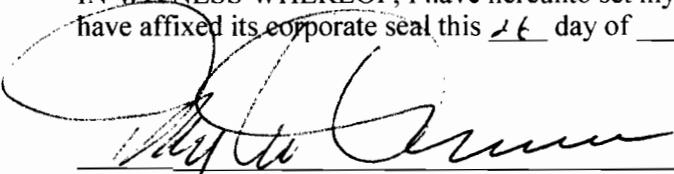
CERTIFICATE OF AUTHORITY  
(Corporation under Seal)

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

  
\_\_\_\_\_  
Joseph McGovern

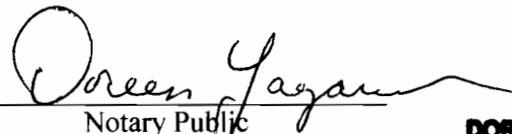
IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 26 day of July, 2013.

  
\_\_\_\_\_  
Timothy M. Donovan  
Assistant Secretary  
Netsmart Technologies, Inc.

(SEAL)

State of New York) ss:  
County of Suffolk)

On the 26 day of July in the year 2013 before me, the undersigned, a notary public in and for said state and county, personally appeared Timothy M. Donovan, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

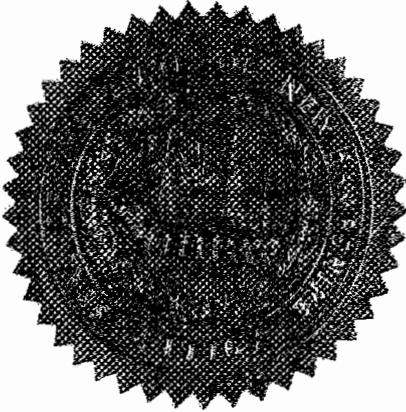
  
\_\_\_\_\_  
Notary Public

**DOREEN YAGARICH**  
Notary Public, State of New York  
No. 01YA5017845  
Qualified in Suffolk County  
Commission Expires September 13, 2017

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 16<sup>th</sup> day of June, A.D. 2011

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

William M. Gardner  
Secretary of State

Search  
 By Business Name  
 By Business ID  
 By Registered Agent  
 Annual Report  
 File Online

**Date:** 4/2/2013 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

| Name                        | Name Type  |
|-----------------------------|------------|
| Netsmart Technologies, Inc. | Legal      |
| Netsmart Technologies, Inc. | Home State |

**Corporation - Foreign - Information**

|                                       |  |
|---------------------------------------|--|
| <b>Business ID:</b>                   | 622873   |
| <b>Status:</b>                        | Good Standing  |
| <b>Entity Creation Date:</b>          | 12/2/2009  |
| <b>State of Business.:</b>            | DE   |
| <b>Principal Office Address:</b>      | 3500 Sunrise Highway Suite D-122<br>Great River NY 11739 |
| <b>Principal Mailing Address:</b>     | No Address   |
| <b>Last Annual Report Filed Date:</b> | 3/27/2013  |
| <b>Last Annual Report Filed:</b>      | 2013   |

**Registered Agent**

|                         |                                      |
|-------------------------|--------------------------------------|
| <b>Agent Name:</b>      | C T Corporation System               |
| <b>Office Address:</b>  | 9 Capitol Street<br>Concord NH 03301 |
| <b>Mailing Address:</b> |                                      |

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



# CERTIFICATE OF LIABILITY INSURANCE

11/11/2013

DATE (MM/DD/YYYY)  
4/3/2013

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<br>Lockton Companies, LLC-1 Kansas City<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000   | CONTACT NAME:         |   |
|  | PHONE (A/C, No, Ext): | FAX (A/C, No):                                    |
|  | E-MAIL ADDRESS:       |   |
| INSURER(S) AFFORDING COVERAGE  |                       | NAIC #  |
| INSURED<br>1358708 NS HOLDINGS, INC.<br>NETSMART TECHNOLOGIES, INC.<br>3500 SUNRISE HIGHWAY<br>SUITE D-122<br>GREAT RIVER NY 11739 | INSURER A:            | National Fire Insurance Co of Hartford<br>20478   |
|  | INSURER B:            | American Casualty Company of Reading, PA<br>20427 |
|  | INSURER C:            | Continental Casualty Company<br>20443             |
|  | INSURER D:            | Indian Harbor Insurance Company<br>36940          |
|  | INSURER E:            |   |
|  | INSURER F:            |   |

COVERAGES NSHOL01

CERTIFICATE NUMBER: 12281797

REVISION NUMBER: XXXXXXXX

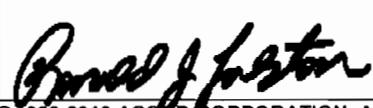
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> ADD. INDS-VENDORS<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | N         | N        | 5090734712                        | 11/11/2012               | 11/11/2013               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  | N         | N        | 5090734743                        | 11/11/2012               | 11/11/2013               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX   |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED RETENTION \$   | N         | N        | 5088164810                        | 11/11/2012               | 11/11/2013               | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$ XXXXXXXX   |
| B<br>B   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | 5090734709(AOS)<br>5090734726(CA) | 11/11/2012<br>11/11/2012 | 11/11/2013<br>11/11/2013 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| D        | ERRORS AND OMISSIONS  | N         | N        | MTP0039166                        | 11/11/2012               | 11/11/2013               | \$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

|  |  |
|--|--|
| <b>12281797</b><br><br>STATE OF NEW HAMPSHIRE<br>DEPT. OF HEALTH AND HUMAN SERVICES<br>ATTN: OFFICE OF THE COMMISSIONER<br>129 PLEASANT STREET<br>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<br><br>  |

ACORD 25 (2010/05)

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