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

March 19, 2014

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

REQUESTED ACTION

60% Federal funds
40% General funds

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a **sole source** contract with MDI Achieve, Inc. (Vendor #220806) at 10900 Hampshire Avenue South, Suite 100 Bloomington, MN 55438 in the amount of $91,425 to upgrade and operate Glencliff Home's integrated clinical and financial software system, effective April 9, 2014 or upon date of Governor and Executive Council Approval, whichever is later, through June 30, 2017.

Funds are available in SFY 2014 through SFY 2015 and anticipated to be available in SFY 2016 through SFY 2017 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust amounts between State Fiscal Years if needed and justified.

05-95-95-954010-5952 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF INFORMATION SERVICES, OFFICE OF INFORMATION SERVICES

State Fiscal Year	Class Object	Class Title	Budget
2014	102/500731	Contracts for Program Services	$10,226
2015	102/500731	Contracts for Program Services	$20,823
2016	102/500731	Contracts for Program Services	$35,188
2017	102/500731	Contracts for Program Services	$25,188
	Total		**$91,425**

EXPLANATION

This contract is identified as sole source. Glencliff Home currently uses MDI Achieve, Inc.'s Pathlinks application that is used for clinical and financial management. The purpose of this contract is to upgrade and operate Glencliff Home's application to Matrixcare, a proprietary application developed and operated by MDI Achieve, Inc. In addition, MDI Achieve, Inc. is in a unique position to provide application upgrade support including a Matrixcare experienced Project Manager, data conversion. deployment and training.

Glencliff Home is required to upgrade their application as detailed below:
- To provide Electronic Health Records capability needed to interface with the New Hampshire Health Information Organizations' Health Information Exchange

• To enable continued processing of Medicaid Claims through adoption of federally mandated ICD-10 Diagnosis Codes used to report medical diagnosis and inpatient procedures.

Should the Governor and Executive Council determine not to approve this contract, Glencliff Home will be unable to continue submission of Medicaid Claims starting in SFY 2015 that will result in a significant loss of federal revenue of a projected $500,000 per month.

Source of Funds: 60% federal funds, 40% general funds.

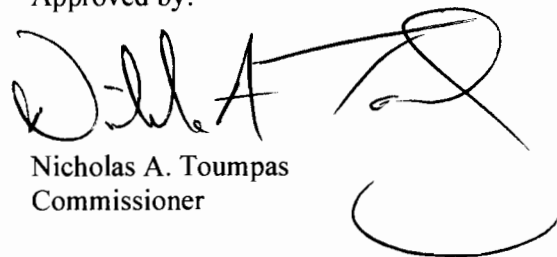Geographic area to be served: Statewide.

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

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/doit

Peter C. Hastings
Commissioner

April 1, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with MDI Achieve, Inc. of Bloomington, MD as described below and referenced as DoIT No. 2014-071.

The purpose of this contract is to upgrade the Glencliff Home's clinical and financial system to MatrixCare, developed by MDI Achieve. Included in this upgrade is the adoption of federally mandated ICD-10 Diagnosis Codes, full implementation of Electronic Health Records, and migration to a new-hosted operations model. The amount of the contract shall not exceed $91,425.00 and the term of the contract shall be from Governor and Executive Council approval through June 30, 2017.

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

Sincerely,

Peter C. Hastings

PCH/ltm
RFP 2014-071

cc: Elizabeth Shields, DHHS
    Leslie Mason, DoIT
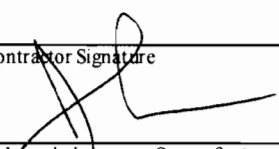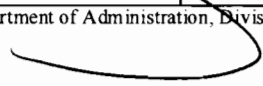
AGREEMENT

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

GENERAL PROVISIONS
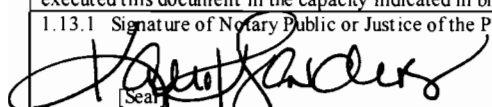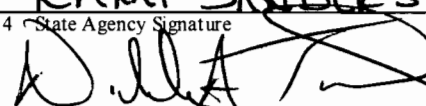
1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services, Glencliff Home		1.2 State Agency Address 129 Pleasant Street, Concord NH 03301	
1.3 Contractor Name MDI Achieve, Inc.		1.4 Contractor Address 10900 Hampshire Avenue South, Suite 100 Bloomington, MN 55438	
1.5 Contractor Phone Number 314-439-6493	1.6 Account Number 010-095-59520000-500731	1.7 Completion Date 6/30/17	1.8 Price Limitation $91,425.00
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner		1.10 State Agency Telephone Number (603) 271-9446	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory John M. Damgaard, President	

1.13 Acknowledgement: State of **MN** , County of **HENNEPIN**

On **3/28/14** , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace [Seal]   **KAMI KAY SANDERS** / Notary Public-Minnesota / My Commission Expires Jan 31, 2015
1.13.2 Name and Title of Notary or Justice of the Peace KAMI SANDERS - ASSISTANT CONTROLLER

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory NICHOLAS A TOUMPAS Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 4-10-14	
1.18 Approval by the Governor and Executive Council By: On:	

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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

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Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of a party, which remains uncured for thirty (30) days from the date it receives notice of such from the other party, shall constitute an event of default hereunder (an "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;

8.1.3 failure to render payment when due and payable; and/or

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

8.2 Upon the occurrence of any Event of Default, the non-defaulting party may take any one, or more, or all, of the following actions:

8.2.1 give the defaulting party a written notice specifying the Event of Default and requiring it to be remedied within a specified amount of time, after which this Agreement will terminate, effective two (2) days after giving the non-defaulting party provides a notice of termination;

8.2.2 give the defaulting party a written notice specifying the Event of Default and suspending all payments or Services to be made under this Agreement and ordering that the payments or Services then due, which would otherwise be performed or paid during the period from the date of such notice until such time as the Event of Default has been cured;

8.2.3 set off against any other obligations the non-defaulting party may owe to the defaulting party any damages the non-defaulting party 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

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number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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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.

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TERMS AND DEFINITIONS

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

3PC	Third Party Claims
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed, which shall in no event exceed sixty (60) days.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Acceptance Test Plan	The Acceptance Test Plan provided by MDI Achieve and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	This contract between DHHS and MDI Achieve, Inc. which has been duly executed and is legally binding.
ALF	Assisted Living Facility
Ancillaries	
AP/GL	Accounts Payable/ General Ledger
Appendix	Supplementary material that is collected and appended at the back of a document.
AR	Accounts Receivable
ARBF	Accounts Receivable Balance Forward
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
AUTOAGENT	The tool that moves files between MatrixCare and ePremis
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	MDI's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that MDI has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CHARGEMASTER	The table that defines the payers rates and general ledger accounts for ancillaries and room charges.
CID	Client ID
CM	Configuration Management
CMQ	Claims Management Questionnaire
COA	Chart of Accounts
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure

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	as defined in Section 11 under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and MDI who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management*)
CONV	Conversion
CONV SPC	Conversion Specialist
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CR	Change Request
Cure Period	The sixty (60) day period following written notification of a default within which a defaulting party must cure the default identified.
Custom Code	Code developed by MDI specifically for this project for the State of New Hampshire
Custom Software	Software developed by MDI specifically for this project for the State of New Hampshire
Data	A party's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency** – *Software* - Critical, does not allow System to operate, no work around and interferes with immediate patient care, demands immediate action; *Non Software* - Services were inadequate such that the system remains inoperable and requires immediate re-performance of the Service. **Class B Deficiency** – *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 or unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency** – *Software* - minimal, cosmetic in nature, minimal effect on 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.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable

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	(letter, report, manual, book, other), provided by MDI to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Digital Signature	Guarantees the unaltered state of a file
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
eMAR	Electronic Medication Administration Record
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
ePREMIS	MatrixCare Claims Management System
FAC	Facility
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of MDI's cost experience in performing the Contract
First Effective Use	The day that the Customer begins using any part of the System in a live production environment for its intended purpose (not solely testing) with actual patient and/or resident information.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
G2	Group 2
GAAP	Generally Accepted Accounting Principles
GL	General Ledger
GO-LIVES	The use of live production data in that particular module/area
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
HW	Hardware
IA	Implementation Analyst
ID sec admin	Identify security administrators
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization

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Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
IPM	Implementation Project Manager
Key Project Staff	Personnel identified by the State and by MDI Achieve, Inc. as essential to work on the Project.
Licensee	The State of New Hampshire
LOC	Level of Care
MDI Achieve, Inc./Vendor	MDI whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
MDIA	MDI Achieve
MDPOS	Point of Service
MDS	Minimum Data Set
MEC	Month End Close
Module	Software that is developed as part of an information technology application.
MPR	MatrixCare Process Review
MVP	Most Value Program – MDI Achieve Marketing Program
Mx	MatrixCare
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 9:00 a.m. to 5:00 p.m. EST. Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to MDI to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
PHYS	Physician
PL	PathLinks
PO	Physician Order
POC	Point of Care
PRIME PAYERS	Primary Payers – used to cover ancillaries and room charges.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed

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	by MDI to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and MDI's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with MDI on the Project
Project Team	The group of State employees and MDI Achieve, Inc.'s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
RC	Resident Care
RCM	Room Charge Master
Regression Test Plan	A plan integrated into the Project Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. MDI allows the use of the software as a part of their service.
Schedule	The dates described in the Project Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between MDI and the State specifying the level of Service that is expected of, and provided by, MDI during the term of the Contract.
Services	The work or labor to be performed by MDI on the Project as described in the Contract.
SME	Subject Matter Expert
Software	All custom Software and COTS Software provided by MDI under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by MDI in response to this RFP.
SOW	Statement of Work
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire

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	Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and MDI. The Contract Agreement SOW defines the results that MDI remains responsible and accountable for achieving.
STL-ISS	St. Louis Implementation Service Specialist
Subcontractor	A person, partnership or company not in the employment of, or owned by MDI, which is performing Services under this Contract under a separate Contract with or on behalf of MDI
SVR	Server
SVRLOC	Server Location
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
SYSTEM SEC ADMIN	System Security Administrators. - Each corporation will have 2 security administrators that are set-up by MDI Achieve.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Term	Period of the Contract from the Effective Date through termination.
Test Plan	A plan, integrated in the Project Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when MDI Achieve, Inc. is supporting System changes.
UAT	User Acceptance Test
Unanet	Project Tracking tool
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
URB	Unit / Room / Bed
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System

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	was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ MDI Achieve, Inc.	MDI whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which MDI Achieve, Inc. is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by MDI during the Warranty Period.
WKBK	Workbook
Work Hours	Vendor personnel shall work normal business hours between 9:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Project Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by MDI either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services ("DHHS" or "State"), and MDI Achieve, Inc a for-profit Corporation, ("MDIA" or "MDI"), having its principal place of business at 10900 Hampshire Avenue South, Suite 100 Bloomington, MN 55438.

MDI Archive, Inc. will be upgrading the State's current MDIA Pathlinks application to the current MatrixEHR Elite for Glencliff Home to enable this system to provide Electronic Health Records capability required to interface with the New Hampshire Health Information Organization's Health Information Exchange.

RECITALS

The State desires to have MDI Achieve, Inc. provide a Commercial-Off-The-Shelf Software (MatrixEHR Elite), and associated Services for the Department of Health and Human Services;

MDI Achieve, Inc. wishes to provide a Commercial-off-the-Shelf Software System (MatrixEHR Elite) and associated Services for the State.

The parties therefore agree as follows:

1. Contract Documents

1.1 Contract Documents

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

1. Part 1 – State Terms and Conditions contained in the Form P-37
2. Part 2 – The Contract Agreement
3. Part 3 – Consolidated Exhibits and Attachments
   Exhibit A- Contract Deliverables
   Exhibit B- Price and Payment Schedule
   Exhibit C- Special Provisions
   Exhibit D- Administrative Services
   Exhibit E- Implementation Services
   Exhibit F- Testing Services
   Exhibit G- Maintenance and Support Services
   Exhibit H- Requirements
   Exhibit I- Work Plan
   Exhibit J- Software License and related Terms
   Exhibit K- Warranty and Warranty Services
   Exhibit L- Training Services
   Exhibit M- Not Applicable
   Exhibit N- Not Applicable
   Exhibit O- Certificates and Attachments
    • Certificate of Vote/Authority
    • Certificate of Good Standing
    • Certificate of Insurance

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- Standard Exhibit D: Certification Regarding a Drug Free Workplace Requirements
- Standard Exhibit E: Certification Regarding Lobbying
- Standard Exhibit F: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Standard Exhibit G: Certification Regarding Americans With Disabilities Act Compliance
- Standard Exhibit H: Certification Regarding Environmental Tobacco Smoke
- Standard Exhibit I: HIPAA Business Associate Agreement
- Standard Exhibit J: Certification Regarding Federal Funding Accountability &Transparency Act

Appendix A- Operational Responsibilities
Appendix B- MDI Quotation
Attachment 1 – Conversions, Accounts Receivable Balance Forward
Attachment 2 – Data Conversion Details
Attachment 3 – MatrixCare Interface Catalogue
Attachment 4 – Face Sheet and Census Conversion
Attachment 5 – MatrixCare ARBF Data Conversion Validation
Attachment 6 – MatrixCare Facility Layout Data Verification
Attachment 7 – Accounts Receivable Conversion
Attachment 8 – Quality Assurance Test Process
Attachment 9 – List of Software Products

1.2 Order of Precedence

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

a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
b. State of New Hampshire, DHHS Contract 2014-071, including but not limited to Exhibits A through O, Appendices A & B, and Attachments 1 through 9; and
c. MDI's Quotes and Invoices: MDI Achieve Proposal Number 201 402-7214, dated February 5, 2014.

1.3 Contract Term

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

The Contract shall begin on the Effective Date and will extend through June 30, 2017, and may not be automatically renewed without the specific written approval of the New Hampshire Governor and Executive Council. The contract may be extended for two additional terms of 36-months not to exceed June 30, 2023.

MDI Achieve, Inc. shall commence work upon issuance of a Notice to Proceed by the State.

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Time is of the essence in the performance of MDI Achieve, Inc's obligations under the Contract.

2. Compensation

2.1 Contract Price

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

2.2 Non-Exclusive, Firm Fixed Price Contract

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

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

3. Contract Management

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

3.1 MDI's Contract Manager

MDI Achieve, Inc. shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. MDI Achieve, Inc.'s Contract Manager is:
John Damgaard
President and CEO
10900 Hampshire Avenue South, Suite 100
Bloomington, MN 55438

Telephone: 952-995-9838
Fax: 952-995-9735
eMail: john.damgaard@mdiachieve.com

3.2 MDI's Project Manager

MDI Achieve, Inc. shall assign a Project Manager upon receipt of the approved Contract, for the duration of the contract.

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MDI Achieve, Inc. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as MDI Achieve, Inc.'s representative for all administrative and management matters. MDI Achieve, Inc.'s Project Manager or his/her designee must be available to promptly respond during Normal Business Hours to inquiries from the State, and be at the site as needed. MDI Achieve, Inc.'s Project Manager must work diligently and use his/ her best efforts on the Project.

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

3.3 State Contract Manager

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

> Todd Bickford
> Glencliff Home
> Department of Health and Human Services
> 393 High Street
> Glencliff, NH 03238
> Tel: (603) 989-3111
> Fax : (603) 989-3040
> Email : LTBickford@dhhs.state.nh.

3.4 State Project Manager

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

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

The State Project Manager is:

> Armand Plourd
> Glencliff Home
> Department of Health and Human Services
> 393 High Street
> Glencliff, NH 03238
> Tel: (603) 989-3111
> Fax : (603) 989-3040
> Email : armand.plourde@dhhs.state.nh.

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4. Deliverables

4.1 Vendor Responsibilities

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

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

4.2 Deliverables and Services

MDI Achieve, Inc. shall provide the State with the Deliverables and Services in accordance with the time frames in the Project Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

Upon its submission of a Deliverable or Service, MDI Achieve, Inc. will represent that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from MDI Achieve, Inc. that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify MDI Achieve, Inc. in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of MDI Achieve, Inc.'s written Certification. If the State rejects the Deliverable, the State shall notify MDI Achieve, Inc. of the nature and class of the Deficiency and MDI Achieve, Inc. shall correct the Deficiency within the period identified in the Project Plan. If no period for MDI Achieve, Inc.'s correction of the Deliverable is agreed upon, MDI Achieve, Inc. shall correct the Deficiency in the Deliverable within thirty (30) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify MDI Achieve, Inc. of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If MDI Achieve, Inc. fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require MDI Achieve, Inc. to continue until the Deficiency is corrected, or immediately terminate the Contract, declare MDI Achieve, Inc. in default, and pursue its remedies at law and in equity.

4.4 Security

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With respect to the Software and its implementation by MDI Achieve, Inc., MDI Achieve, Inc. shall ensure that commercially reasonable levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in the Contract. Solely with respect to the Software and its implementation by MDI Achieve, Inc., MDI Achieve, Inc. shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity.

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

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

5. Software

5.1 COTS Software and Documentation

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

5.2 COTS Software Support and Maintenance

MDI Achieve, Inc. shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Maintenance and Support Services.*

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:
  a. Remove or modify any program markings or any notice of MDI Achieve, Inc.'s proprietary rights;
  b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein;
  c. Cause or permit reverse engineering, disassembly or recompilation of the programs;
  d. Use the Software in a manner that breaches or is inconsistent with the terms and conditions of this Agreement, the Software License, or any license terms for the use of third-party software integrated into the Software; or
  e. Make changes or modifications to the core functionality or source code of the Software, nor permit the core functionality or the source code of the Software to be combined with, or become incorporated in, any other programs;.

5.4 Title

MDI Achieve, Inc. must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

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6. Warranty

MDI Achieve, Inc. shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. Services

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

7.1 Administrative Services

MDI Achieve, Inc. shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

MDI Achieve, Inc. shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

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

7.4 Training Services

MDI Achieve, Inc. shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*

7.5 Maintenance and Support Services

MDI Achieve, Inc. shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support: Subscription-Hosting*.

8. Project Plan Deliverable

MDI Achieve, Inc. shall provide the State with a Project Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

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

In the event of any delay in the Schedule, MDI Achieve, Inc. must promptly notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of MDI Achieve, Inc. or the State causing the problem; its estimated duration period to

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reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by MDI Achieve, Inc. to correct Deficiencies or otherwise, the Schedule shall not change unless it is required by the circumstances or it has been agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from MDI Achieve, Inc.'s failure to fulfill its obligations under the Contract through no fault of its own. To the extent that the State's execution of its major tasks takes longer than described in the Project Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract upon MDI's material, uncured default, at its discretion, if it is dissatisfied with MDI's Project Plan or elements within the Project Plan.

9. Change Orders

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

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

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

10. Intellectual Property

10.1 MDI Rights

All title, rights, and interest in the COTS Software, MDI Achieve's Data, or other proprietary information and technology remain the sole property of MDI.

10.2 State Rights

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Custom Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State

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shall have the right to use such Custom Software, modifications, and Documentation developed under the Contract and to authorize other State Departments to do so.

10.3 State's Data

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

10.4 Vendor's Materials

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

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

10.5 Survival

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

11. Use of Information, Confidentiality

11.1 Use of State's Information

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

11.2 Confidential Information

MDI Achieve, Inc. shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State

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Confidential Information that becomes available to MDI Achieve, Inc. in connection with its performance under the Contract, regardless of its form.

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

Any disclosure of the State Confidential Information shall require the prior written approval of the State. MDI Achieve, Inc. shall immediately notify the State if any request, subpoena or other legal process is served upon MDI Achieve, Inc. regarding the State Confidential Information, and MDI Achieve, Inc. shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, Any effort to prohibit or enjoin the release of the information shall be the State's primary responsibility, however, MDI Achieve shall cooperate in that effort. If the State fails to obtain a court order enjoining the disclosure, MDI Achieve, Inc. shall release the information on the date specified in MDI Achieve, Inc.'s notice to the State, without any liability to the State.

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

11.3 Vendor Confidential Information

Insofar as MDI Achieve, Inc. seeks to maintain the confidentiality of its confidential or proprietary information, MDI Achieve, Inc. must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that MDI Achieve, Inc. considers the Software and Documentation to be Confidential Information.

MDI Achieve, Inc. acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by MDI Achieve, Inc. as confidential, the State shall notify MDI Achieve, Inc. and specify the date the State will be releasing the requested information. At the request of the State, MDI Achieve, Inc. shall cooperate and assist the State with the collection and review of MDI Achieve, Inc.'s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the

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information shall be MDI Achieve, Inc.'s sole responsibility and at MDI Achieve, Inc.'s sole expense. If MDI Achieve, Inc. 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 MDI Achieve, Inc., without any liability to MDI Achieve, Inc.

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

11.4 Survival

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

12. Limitation of Liability

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to MDI Achieve, Inc. shall not exceed the total amount paid pursuant to the Contract in the twelve months immediately preceding the act or omission causing such harm.

Notwithstanding the foregoing, the limitation of liability in this Section 12.2 shall not apply to any grossly negligent conduct or willful misconduct that results in a violation of the obligations set forth in the *Contract Agreement* Part 2-Section 5.3: *Indemnification* or/and the confidentiality obligations in *Contract Agreement* Part 2-Section 11: *Use of Information, Confidentiality*, the liability for which shall be the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

12.2 MDI Achieve, Inc.

Subject to applicable laws and regulations, in no event shall MDI Achieve, Inc. be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and MDI Achieve, Inc.'s liability to the State shall not exceed the exceed the total amount paid pursuant to the Contract in the twelve months immediately preceding the act or omission causing such harm.

Notwithstanding the foregoing, the limitation of liability in this Section 12.2 shall not apply to MDI Achieve, Inc.'s indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification*, confidentiality obligations in Contract Agreement-Part 2- Section 11: *Use of Information, Confidentiality*, and data breach obligations as set forth in Exhibit K: Warranty, Section 1.8, which shall not exceed the total initial term's Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*.

12.3 State's Immunity

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

12.4 Survival

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

13. Termination

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following material acts or omissions of a party, which remains uncured for sixty (60) days from the date it receives notice of such from the other party, shall constitute an event of default hereunder ("Event of Default")

a. Failure to perform the Services satisfactorily or on schedule;

b. Failure to submit any report required; and/or

c. Failure to render payment when due and payable; and/or

d. Failure to perform any other material covenant, term, or condition of the Contract.

13.1.1 Upon the occurrence of any Event of Default, the non-defaulting party may take any one or more, or all, of the following actions:

a. give the defaulting party a written notice specifying the Event of Default and requiring it to be remedied within a specified amount of time, after which this Agreement will terminate, effective two (2) days after giving the non-defaulting party provides a notice of termination;

b. Give the defaulting party a written notice specifying the Event of Default and suspending all payments or Services to be made under the Contract and ordering that the payments or Services then due, which would otherwise be paid or performed during the period from the date of such notice until such time as the Event of Default has been cured.

c. Set off against any other obligations the non-defaulting party may owe to the defaulting party any damages the non-defaulting party suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both; or

e. In the event of MDI Achieve, Inc's Event of Default, the State may procure Services that are the subject of the Contract from another source and MDI Achieve, Inc. shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding,

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mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by sixty (60) days written notice to MDI Achieve, Inc.. In the event of a termination for convenience, the State shall pay MDI Achieve, Inc. the Termination Fee stated in Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the sixty (60) day period, MDI Achieve, Inc. shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs it has paid to MDI. The State shall pay the applicable Termination Fee together with all other contracted payments that would have become due and payable if MDI Achieve, Inc. did not know and could not have discovered the conflict of interest prior to the Effective Date after making a reasonable inquiry.

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

13.4 Termination Procedure

13.4.1 Upon termination of the Contract and payment of all undisputed outstanding amounts due under the Contract, in addition to any other rights provided in the Contract, the parties shall deliver to each other any property, including without limitation, Data, Software, Documentation, and Written Deliverables, for such part of the Contract as has been terminated in the form and format in which they exist on the effective date of termination.

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13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, MDI Achieve, Inc. shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of MDI Achieve, Inc. and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that MDI Achieve, Inc. has surrendered to the State all said property.

13.4.3 If requested by the State and upon payment of the then applicable Service Fees, MDI Achieve, Inc. shall assist in providing Transition Services for a period of up to sixty (60) days, as reasonably requested by the State.

a. Notwithstanding the foregoing, in the event that the Contract is terminated by the State as a result of an Event of Default caused by MDI Achieve, Inc., the Transition Services will be provided at no additional cost.

13.4.4 Disengagement Services provide Customers with an extract of Customer transactional data upon termination of service. The following specific terms and conditions apply to Disengagement Services.

a. To be eligible for Disengagement Services, Customer must have paid in full all fees under the Agreement

b. Customer must purchase and pay for Disengagement Services prior to termination of service

c. For Hosted Customers, Customer data will be available for extraction upon request for up to thirty (60) days after termination of service. Customer data will be destroyed 60 days after termination of service.

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    d. MDIA will provide extracted data in a standard format once to the designated Customer contact.

    e. No customizations will be performed and no additional extractions will be performed

    f. Extracted data will be encrypted prior to delivery.

14. Change of Ownership

In the event that MDI Achieve, Inc. should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with MDI Achieve, Inc., its successors or assigns for the full remaining term of the Contract; continuing under the Contract with MDI Achieve, Inc., its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract pursuant to Section 13.2 or, if applicable, Section 13.3.

15. Assignment, Delegation and Subcontracts

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

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

15.3 Notwithstanding the foregoing, nothing herein shall prohibit MDI Achieve, Inc. from assigning the Contract to the successor of all or substantially all of the assets or business of MDI Achieve, Inc. provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that MDI Achieve, Inc. should change ownership, as permitted herein, the State shall nonetheless retain all rights provided to it under this Contract Agreement Part 2, Section 14: *Change of Ownership*.

16. Dispute Resolution

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management

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involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	MDI Achieve, Inc. During Implementation	MDI Achieve, Inc.	STATE	CUMULATIVE ALLOTTED TIME
Primary	Implementation Project Manager	Starts with Support, then goes to: Valerie Bethke Financial Support Manager Or Paul Shrewsbury Clinical Support Manager	Armand Ploura State Project Manager	5 Business Days
First	Assigned Account Manager	Elizabeth Lee Director of Client Services	Todd Bickford Glencliff Hospital Manager	10 Business Days
Second	Eric Salberg Director of Management Services	Assigned Account Manager	William Baggeroer DHHS Chief Information Officer	15 Business Days
Third	Kevin Whitehurst SVP of Client Services	Kevin Whitehurst SVP Client Services	Marilee Nihan DHHS Deputy Commissioner	20 Business Days

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

17. Escrow

MDI Achieve will enter into a source and configuration code escrow agreement, with a State approved escrow agent, currently, Escrowtech. MDI Achieve shall deposit in escrow the source code of its Software, and all related documentation, quarterly.

The source code shall be released to the State if one of the following events has occurred:
  a. MDI has made an assignment for the benefit of creditors;
  b. MDI institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

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c. A receiver or similar officer has been appointed to take charge of all or part of MDI's assets; or

d. MDI or its Subcontractor terminates its subscription Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

18. General Provisions

18.1 Project Workspace and Office Equipment

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

18.2 Access/Cooperation

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

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

18.3 Required Work Procedures

All work done by MDI Achieve, Inc. which may impact State's Data or infrastructure must conform to standards and procedures provided by the State to MDI Achieve, Inc. as have been established by the Department of Information Technology and the State, in advance of any such work being performed by MDI.

18.4 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), MDI Achieve, Inc. 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 MDI Achieve, Inc. access or attempt to access any Information without having the express authority to do so.

c. That at no time shall MDI Achieve, Inc. access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

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    d. State shall at all times take appropriate measures to restrict access of authorized users to Information that they have authority and a reasonable need to access in the course of providing the Services.

    e. That all software licensed, developed, or being evaluated by the State that is not included within the Software, cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times MDI Achieve, Inc. 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 MDI Achieve, Inc. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

    f. That if MDI Achieve, Inc. is found to be in violation of any of the above-stated rules, the individual user may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.5 Email Use

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

18.6 Internet/Intranet Use

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

18.7 Regulatory Government Approvals

MDI Achieve, Inc. shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.8 Force Majeure

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

18.9 Exhibits and Attachments

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

18.10 Venue and Jurisdiction

Any action on the Contract may only be brought in the state or federal courts located in the State of New Hampshire, Merrimack County.

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18.11 Survival

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

18.12 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 following addresses.

TO Vendor:
MDI Achieve, Inc
10900 Hampshire Avenue South, Suite 100
Bloomington, MN 55438
Tel: (800) 869-1322

TO STATE:
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
Tel:(603)271-9200

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1. DELIVERABLES, MILESTONES AND ACTIVITIES

MDI Achieve, Inc. shall provide the State with Matrix EHR Elite, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Project Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, MDI Achieve, Inc. shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2.   DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table 1 - Activities / Deliverables / Milestones

Ref #	Deliverable	Work Plan Reference	Deliverable Type	Projected Delivery Date*
IMPLEMENTATION PHASE				
1	Planning, including: ▪ Discovery Call ▪ Tech To Tech Call ▪ Information Sharing ▪ Kick-Off Call ▪ Status Reports ▪ Status Meetings ▪ Required Training ▪ Documentation Provided ▪ Environment Set-Up And Testing	Work Plan Items 1 - 16	Written and Non-Software	4/15/2014
1A	Software and Security Testing Documentation as specified in Exhibit F	N/A	Written and Non-Software	4/15/2014
2	Conversions Setup (Facility Layout) Complete and Validated	#4 Conversions Set-up	Software	5/2/2014
3	Kick Off Call	#5 Kick-off Call	Non-Software	4/16/2014
4	Security Administrator Training	#12 Security Administrator Training	Non-Software	4/30/2014
5	Admissions and Census Conversions Complete and	#11 FaceSheet & Census – Extract & Conversion	Software	5/9/2014

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	Validated			
6	Deploy Core Census Module (Admissions and Census)	#19 Facesheet and Census Training	Software	5/13/2014
7	Deploy Clinical Resident Documents	#22 Residential Documents Training	Software	5/13/2014
8	Deploy Medicare Part D Eligibility Checking Module	#23 Part D Training	Software	5/13/2014
9	Deploy MDS with Reimbursement Optimization and Query Module	#27 MDS Training	Software	5/15/2014
10	Deploy Care Plans with Template Library	#28 Care Plans Training	Software	5/16/2014
11	Deploy Accounts Receivable Module	#30 Accounts Receivable Training	Software	5/22/2014
12	Module Medicare and Medicaid Electronic Claims Submission and Electronic Remittance Advice	#35 Claims Training	Software	5/28/2014
13	Deploy Resident Care Modules: • Vitals • Progress Notes • User Defined Assessments • Library of Observations & Events • Physician Visit Scheduler • Physician H&P • Physician Certifications (Medicare)	# 38 Resident Care Training	Software	6/10/2014
14	Deploy Matrix Enterprise Edition Module	#40 Enterprise Edition Training	Software	6/16/2014
15	Deploy Point of Care CNA Module	#42 Point of Care Training	Software	6/25/2014
16	Deploy Physician and Nursing Orders Module	#46 Physician Orders Training	Software	7/2/2014
17	Deploy eScribing Interface	#49 ePrescribing Training	Software	7/2/2014
18	Deploy Third Party Electronic Claims Submission Module	#52 Instructions for REMITS & Third Party Enrollment	Software	7/16/2014
19	Deploy Matrix Business Intelligence Module (PowerCube)	#55 Business Intelligence Training (PowerCube)	Software	8/12/2014
20	Deploy eMAR and eTAR Modules	#58 eMARGo-Live Complete	Software	8/22/2014
21	Close Implementation Project			9/1/2014
22	These additional Software modules may be added at no cost as requested: • ADT Export from Matrix Census	To Be Determined through the Discovery Call	Software	To Be Determined

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	(Standard) ■ Ancillary Charge Import into Matrix Accounts Receivable (XML or TXT) ■ General Ledger Export from Matrix Accounts Receivable (Standard) ■ Casamba Interface with Matrix ADT, MDS ■ RehabOptima Interface with Matrix ADT, MDS ■ CareTracker Interface with Matrix ADT, MDS ■ TeamTSI Interface with Matrix MDS ■ CareWatch Interface with Matrix MDS ■ General Ledger Export from Matrix Accounts Receivable (Custom) ■ ADT Interface from Matrix Census (HL7)			
OPERATIONS PHASE				
23	Ongoing Hosting, Operations, Support, and Maintenance	NA	Software and Non-Software	Through 6/30/2017

* Deliverable dates above are based upon Effective Date for the agreement of March 31, 2014. If the Effective Date is after March 31, 2014 but before or on April 11, 2014, approximately 30 days will be added to each deliverable date listed above. The revised schedule will still allow the State to meet ICD-10 Compliance deadlines.

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Table 2 – Matrix EHR Elite Software Included

MatrixCare Software Module	Included in Contract
Security Administrator	Yes
Core Census	Yes
Clinical Resident Documents	Yes
Medicare Part D Eligibility Checking	Yes
MDS with Reimbursement Optimization and Query	Yes
Care Plans with Template Library	Yes
Accounts Receivable	Yes
Medicare and Medicaid Electronic Claims Submission and Electronic Remittance Advice	Yes
Vitals	Yes
Progress Notes	Yes
User Defined Assessments, Library of Observations and Events	Yes

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Physician Visit Scheduler	Yes
Physician H&P	Yes
Physician Certifications (Medicare)	Yes
Matrix Enterprise Edition	Yes
Point of Care CNAs	Yes
Physician and Nursing Orders	Yes
eScribing Pharmacy Interface	Yes
Third Party Electronic Claims Submission	Yes
Matrix Business Intelligence (PowerCube)	Yes
eMAR and eTAR	Yes
ADT Export from Matrix Census (Standard)	TBD in a Discovery Call
Ancillary Charge Import into Matrix Accounts Receivable (XML or TXT)	TBD in a Discovery Call
General Ledger Export from Matrix Accounts Receivable (Standard)	TBD in a Discovery Call
Casamba Interface with Matrix ADT, MDS	TBD in a Discovery Call
RehabOptima Interface with Matrix ADT, MDS	TBD in a Discovery Call
CareTracker Interface with Matrix ADT, MDS	TBD in a Discovery Call
TeamTSI Interface with Matrix MDS	TBD in a Discovery Call
CareWatch Interface with Matrix MDS	TBD in a Discovery Call
ADT Interface from Matrix Census (HL7)	TBD in a Discovery Call
General Ledger Export from Matrix Accounts Receivable (Custom)	TBD in a Discovery Call

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1. DELIVERABLE PAYMENT SCHEDULE

This is a Firm Fixed Price (FFP) Contract totaling $91,425.00 for the period between the Effective Date and June 30, 2017 ("Initial Term"). MDI Achieve, Inc. shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow MDI Achieve, Inc. to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: MatrixCare Implementation Payment Schedule – Glencliff Home

#	Activity	Description	Delivery Date	Payment Amount
SYSTEM IMPLEMENTATION				
1	System Implementation and Deployment	Full Deployment and State acceptance of all software modules in accordance with the Project Plan in Exhibit I: Work Plan	4/15/14 - 9/1/14	$9,000*
SOFTWARE SUBSCRIPTION SERVICES **				
#	Activity	Description	Dates and Fees	Payment Amount
2	FY2014 Monthly Subscription Service	Ongoing System hosting, operations, support, and maintenance.	"Like for Like" Pricing Period **6/1/14 – 6/30/14** (1mo) $1226/month	$1,226
3	FY2015 Monthly Subscription Service	Ongoing System hosting, operations, support, and maintenance.	"Like for Like" Pricing Period **7/1/14 – 11/30/14** (5mo) $1226/month	$6,130
4	FY2015 Monthly Subscription Service	Ongoing System hosting, operations, support, and maintenance.	After "Like for Like" Pricing Period **12/1/14 – 6/30/15** (7mo) $2099/month	$14,693
5	FY2016 Monthly Subscription Service	Ongoing System hosting, operations, support, and maintenance.	**7/1/15 – 6/30/16** (12mo) $2099/month	$25,188
6	FY2017 Monthly Subscription Service	Ongoing System hosting, operations, support, and maintenance.	**7/1/16 – 6/30/17** (12mo) $2099/month	$25,188
7	FY2016 and 2017 Change Order Funds		Commencing 7/1/2015	$10,000
			TOTAL	**$91,425**

* Includes 10% discount for payment in full within 30 days of NH Governor and Executive Council approval of the Contract.

**Software Subscription Services shall be invoiced monthly on the first of each month.

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An annual price increase in Software Subscription Services during any extension term shall not exceed 5%.

The Termination Fee payable by the State upon any early termination of this contract for convenience shall be equal to 50% of the fees payable by the State through the end of the then-current term, but not to exceed $9,975.

The Disengagement Services Fee payable by the State where disengagement services have been requested shall be based upon the standard MDI Achieve rates for such service when the service is requested (which as of the Effective Date is $5,000).

Labor rates for future projects and services shall be based upon the standard MDI Achieve rates for the required skilled staff.

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $91,425 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to MDI Achieve, Inc. for all fees and expenses, of whatever nature, incurred by MDI Achieve, Inc. in the performance hereof.

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

3. INVOICING

MDI Achieve, Inc. shall submit correct invoices to the State for all amounts to be paid by the State. MDI Achieve, Inc. shall only submit invoices for Services or Deliverables as permitted by the Contract.

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

Invoices shall be sent to:
Armand Plourd
Glencliff Home
Department of Health and Human Services
393 High Street
Glencliff, NH 03238
Tel: (603) 989-3111
Fax : (603) 989-3040
Email : armand.plourde@dhhs.state.nh.

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4. PAYMENT ADDRESS

All payments shall be sent to the following address:
MDI Achieve SDS-12-2905
PO Box 86
Minneapolis, MN 55486-2905

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The following special conditions shall apply:

1. Delete Section 8 from the P-37 Standard Terms and Conditions and replace with:

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following material acts or omissions of a party, which remains uncured for sixty (60) days from the date it receives notice of such from the other party, shall constitute an event of default hereunder (an "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;

8.1.3 failure to render payment when due and payable; and/or

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

8.2 Upon the occurrence of any Event of material Default, the non-defaulting party may take any one, or more, or all, of the following actions:

8.2.1 give the defaulting party 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, sixty (60) 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 defaulting party notice of termination;

8.2.2 give the defaulting party a written notice specifying the Event of Default and suspending all payments or Services to be made under this Agreement until such time as the default has been cured.

8.2.3 set off against any other obligations the non-defaulting party may owe to the defaulting party any damages the non-defaulting party 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.

Delete Section 9.1 from the P-37 Standard Terms and Conditions an replace with:

9.1 As used in this Agreement, the word "data" shall mean all information and things 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.

Delete Section 10 from the P-37 Standard Terms and Conditions an replace with:

10. TERMINATION. In the event of an early termination of this Agreement by the Contractor for any reason other than the completion of the Services or State's Default, 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.

Delete Section 14 from the P-37 Standard Terms and Conditions and replace with:

14. INSURANCE.

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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 $1,000,000 per occurrence; and

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

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

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

Delete Section 16 from the P-37 Standard Terms and Conditions an replace with:

16. WAIVER OF BREACH.
No failure by either Party 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 non-defaulting party to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the other party.

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1. STATE MEETINGS AND REPORTS

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

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

a. **Kickoff Meeting**: Participants will include the State and MDI Achieve, Inc. Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

b. **Status Meetings**: Participants will include, at the minimum, the MDI Achieve, Inc. Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly during the System implementation and deployment period, and then quarterly during the subscription period. These meetings will address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from MDI Achieve, Inc. shall serve as the basis for discussion.

c. **The Work Plan**: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

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

The MDI Project Manager or MDI Key Project Staff shall submit status reports in accordance with the above Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The MDI's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. MDI shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities;
6. Issues and concerns requiring resolution; and
7. Report and remedies in case of falling behind Schedule.

2. STATE-OWNED DOCUMENTS AND DATA

MDI Achieve, Inc. 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, MDI Achieve, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format, as such Documents are then in existence.

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3.   RECORDS RETENTION AND ACCESS REQUIREMENTS

MDI Achieve, Inc. shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies.

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided at MDI Achieve Inc.'s home office or in transmittable electronic formats. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. MDI Achieve, Inc. shall include the record retention and review requirements of this section in any of its subcontracts.

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

4.   ACCOUNTING REQUIREMENTS

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

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MDI shall provide the State with the following Implementation Services.

1. IMPLEMENTATION STRATEGY

MDI Achieve shall implement the MatrixCare System for the State using a structured process. The Project Plan in Exhibit I provides a schedule of specific steps to be taken by both MDI and the State.

1.1 Key Components

- MatrixCare is an MDI hosted solution. MDI shall be responsible for the provision and set-up of all required hardware and software.
- The Glencliff implementation will include three conversions: face sheets/census data is converted first, MDS data next, and finally there is an Accounts Receivable balance forward conversion. Also, if using ePREMIS claims in Pathlinks then it will be necessary to switch over to ePREMIS for MatrixCare.
- There are three basic phases for both the clinical and financial side of MatrixCare: Process Reviews, Build sessions, and End-User Training. The sessions are "group" sessions; they are attended by other clients. Two subject-matter-experts(SME's) are expected to attend these sessions.
  - First there is a set of process review sessions where the client is given time to see the software, think about how they would like to use MatrixCare, and consider any changes to their processes in their facility.
  - Next the client attends a set of build sessions where they will spend time during and after the sessions to build their MatrixCare environment.
  - After the process review and build sessions the client will have their SME's attend the End-User Training sessions. These are a "train-the-trainer" approach. After attending these sessions the SME's will train the rest of the staff before the next training session.
- The software modules will be implemented in the following order:
  - Accounts Receivable , MDS, Care Planning;
  - Resident Care (nursing charting);
  - Enterprise Reporting;
  - Point of Care (CNA charting);
  - Physician Orders;
  - Collections;
  - eMAR;
- No custom-built interfaces shall be required.
- Deployment will be phased in over a 23 week period in accordance with Project Plan;
- The Project timeline is described in the Project Plan commencing on April 15, 2014 and concluding on September 1, 2014.
- The software will support monthly reporting to CMS currently being done by the Pathlinks product, using appropriate ICD-9/ICD-10 codes. MDI Achieve will create a zip file from with the required CMS information and transmit to CMS.

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2. IMPLEMENTATION METHODOLOGY

MDI Achieve does not follow any industry standard project methodology but instead follows a standard approach to implementation as described in the Project Plan in Exhibit I.

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MDI Achieve shall provide the State with the following Testing Documentation.

1. MDI Achieve shall document their standard software product and security testing practices and negotiate with the State, if necessary, to a set of practices acceptable to the State to ensure the protection of State data. The State shall be reasonable in their requirements which conform to industry best practices.

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1. SUBSCRIPTION SYSTEM MAINTENANCE

MDI Achieve, Inc. shall maintain and support the System in all material respects as described in the applicable program Documentation for the duration of the Contract and any extensions.

1.1 MDI Achieve, Inc.'s Responsibility

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

3.2 Maintenance Releases

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

2. SYSTEM SUPPORT

2.1 MDI Achieve, Inc. Responsibility

MDI Achieve, Inc. will be responsible for performing technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies - MDI shall have skilled staff available to the State for on-call telephone assistance, with issue tracking, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request;
b. Class B & C Deficiencies –The State shall notify MDI of such Deficiencies during regular business hours and MDI shall respond back within twenty-four (24) hours of notification with planned corrective action;

3. SUPPORT OBLIGATIONS

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

3.2 MDI Achieve, Inc. shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

3.3 For all maintenance Services calls, MDI Achieve, Inc. shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and **actual**

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completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

3.4   MDI Achieve, Inc. must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

3.5   If MDI Achieve, Inc. fails to correct a Deficiency within the allotted period of time stated above, MDI Achieve, Inc. shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13. *Termination.*

4.   HOSTING

MDI shall provide hosting services for the Matrix EHR Elite application for the duration of contract in accordance with the specifications further described in Exhibit H: *Requirements* and Appendix A: *Operational Responsibilities.*

The hosted production environment shall be deployed using the Multi-Tenant tenancy option specified on the Price Quotation in Addendum B. In accordance with the Multi-tenant option, the State shares an instance of the Software with other MDI customers.

System Availability Objective. MDI will shall commercially reasonable efforts to ensure that during any twelve (12) month period the Software shall be available at least 99.5% of the time during normal business hours, excluding scheduled maintenance and interruptions due to failures outside of MDI's control. System availability will not be provided during: (i) scheduled network, hardware, software or application maintenance as well as scheduled hardware and software upgrades from time to time; (ii) periods of disruption in State connections, circuits or equipment; (iii) reasons of Force Majeure (including without limitations, strike, fire, flood, delay in component assembly, failure of Internet, governmental actions, orders or restrictions, or any other reason, where failure to perform is beyond the reasonable control or caused by the negligence of performing party).

Recovery Point Objective. MDI shall perform backup procedures as follows: (i) weekly full backups; (ii) daily incremental back-ups; and (iii) through the use of relational database backup agent technology, transaction logs are backed up on desired intervals daily.

Recovery Time Objective. MDI standard objective shall be to resolve system outages within 60 minutes of the occurrence of an outage for all matters that can be resolved by MDI. If an outage is longer than 60 minutes, MDI will work with State to ensure State is informed of the known issues and the resolution plan.

Performance Objective. Provided that State provides sufficient bandwidth to prevent latency for end user operations, performance of the Licensed Software in a hosted configuration will not vary materially from the performance of the Licensed Software in a Self-Hosted configuration. If State provides sufficient bandwidth to prevent latency for end user operations and average screen refresh time exceeds five (5) seconds, MDI will use

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commercially reasonable efforts to work with State to isolate and rectify system performance bottlenecks.

State Participation. The State shall be responsible for:

- Forecasting and scheduling need for test environments, subject to MDI availability.
- Providing and maintaining client workstations that meet the minimum requirements for use of the Software.
- The State must procure and implement, at the State's risk and expense, a telecommunications infrastructure network with bandwidth adequate to accommodate State's use of the Hosting Services.

Although MDI may assist the State in determining whether the State has adequate bandwidth (e.g. based upon the Licensed Software configuration, the number of Concurrent Users, the volume and nature of work at various times of the day and other demands on State's network), the State agrees that determining the level of bandwidth of the State's network and the cost to increase the bandwidth of the State's network in order to achieve an adequate bandwidth are the State's responsibility.

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MDI ACHIEVE REQUIREMENTS

Table 1. System Requirements

REQ #	REQUIREMENT/DELIVERABLE
	Business Requirements
B-1	An Electronic Health Record System that meets all current CMS regulations and requirements for long term care facilities;
B-2	A system that provides for HIE connectivity to allow the transfer of required information between GH and other medical providers;
B-3	Capability to submit Medicare, Medicaid and 3rd Party Claims without interface requirement;
B-4	MDS production with Reimbursement Optimization and Query;
B-5	Continuation of current Point of Care data and system integrated with Electronic Health Record System;
B-6	Generate Care Plans with Template Library with ability to add templates;
B-7	Track patient vitals;
B-8	Keep Progress Notes;
B-9	Enter User defined Assessments, Library of Observations and Events;
B-10	Manage Clinical Resident Documents;
B-11	Include a Physician Visit Scheduler;
B-12	Physician H & P;
B-13	Track Physician Certifications (Medicare);
B-14	Issue Physician and Nursing Orders;
B-15	Medicare Part D Eligibility Checking;
B-16	Offer ePrescribing Pharmacy Integration: Omnicare, Pharmerica, FrameworkLTC (2013);
B-17	.Support Electronic Medication Administration Record (eMAR) and eTar;
B-18	Administer Accounts Receivable;
B-19	Provide Medicare and Medicaid Electronic Claims Submission and Electronic Remittance Advice;
B-20	Include Third Party Electronic Claims Submission;
B-21	EE (enterprise Addition – Corporate Reports);
B-22	Provide data analysis functions - MatrixCare Business Intelligence (Powercube);
B-23	Provide ICD-10 functionality for procedure and diagnosis codes; including, but not limted to CMS Minimum Data Set (MDS) reporting.

GENERAL REQUIREMENTS

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

TECHNICAL REQUIREMENTS

T-1	MDI shall provide a secure hosted environment for system operations as specified in the Contract.
T-2	The MDI hosted environment shall have four environments for the State's MatrixCare System, 1) Development, 2) Test, 3) Training, and 4) Production.

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T-2	MDI shall provide ongoing technical support and maintenance as specified in the Contract.
T-3	The MDI software and any required third-party application shall be accessed on the current version of Microsoft Internet and two prior versions.

SECURITY REQUIREMENTS

S-1	Verify the identity or authenticate all of the System State applications before allowing use of the System to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of the System's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .
S-3	Enforce unique user names.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide *User Account and Password Policy*
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters
S-6	Encrypt passwords in transmission and at rest within the database.
S-7	Expire passwords after 90 days. Users are prevented from re-using their previous 10 passwords.
S-8	Authorize users and State applications to prevent access to inappropriate or confidential data or services.
S-9	Provide ability to limit the number of people that can grant or change authorizations
S-10	Establish ability to enforce session timeouts during periods of inactivity.
S-11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))
S-12	The application shall not store authentication credentials or sensitive Data in its code.
S-13	Audit all attempted accesses that fail identification, authentication and authorization requirements
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept indefinitely, unless otherwise requested in writing by the State.
S-15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.
S-17	Use only the Software and System Services designed for use
S-18	The application Data shall be protected from unauthorized use when at rest
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-20	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
S-21	Create change management Documentation and procedures

HOSTING REQUIREMENTS - OPERATIONS

H-1.	The Software shall be deployed using a multi-tenant hosting environment, where the State shares an instance with other MDI customers.
H-1a	The State's production environment will be deployed using the Standard High Availability option, whereby the State's environment shall use fault-tolerant components at a single location.
H-1b	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
H-1c	At the State's option, authorized third parties may be given limited access by MDI to certain levels of the State's System through the VPN or through a separate network connection that meets MDI's Specifications.
H-1d	State access will be via a web browser (IE 7.0 or later)
H-2	At a minimum, the System supports this State configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002 SP3. The State will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.
H-2.a	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of MDI, ex: bandwidth, network outages and/or any

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other conditions arising on the State's internal network or, more generally, outside MDI's firewall or any issues that are the responsibility of the State Internet Service Provider. .

H-3   Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 System operator, managed firewall services, and managed backup Services.

H-4   Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.

H-5   Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.

H-6   Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.

H-7   Data Center Generator – shall be sufficient to sustain computer Systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.

H-8   Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.

H-9   Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous Systems must be installed to reduce the risk of loss due to fire.

H-10   The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security Solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.

H-11   Vendor must monitor the application and all servers.

H-12   Vendor shall manage the databases and services on all servers located at MDI's facility.

H-13   Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.

H-14   Vendor shall monitor System, security, and application logs.

H-15   Vendor shall manage the sharing of data resources.

H-16   Vendor shall manage daily backups, off-site data storage, and restore operations.

H-17   MDI shall monitor physical hardware.

H-18   MDI shall immediately report any breach in security to the State of New Hampshire.

HOSTING REQUIREMENTS – DISASTER RECOVERY

H-19   Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.

H-20   Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.

H-21   The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.

H-22   Vendor shall adhere to a defined and documented back-up schedule and procedure.

H-23   Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.

H-24   MDI shall perform backup procedures as follows: (i) weekly full backups; (ii) daily incremental back-ups; and (iii) through the use of relational database backup agent technology, transaction logs are backed up on desired intervals daily.

H-25   The minimum acceptable frequency is differential backup daily, and complete backup weekly.

H-26   Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.

H-27   If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.

H-28   Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, MDI shall employ the use of database logs in addition to backup media in the restoration of the

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database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.

HOSTING REQUIREMENTS – NETWORK ARCHITECTURE

H-29   MDI must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.5% uptime, during normal business hours, exclusive of the regularly scheduled maintenance window.

H-30   MDI shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.

H-31   Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to MDI must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.

H-32   MDI' network architecture must include redundancy of routers and switches in the Data Center.

H-33   Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, MDI shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).

HOSTING REQUIREMENTS - SECURITY

H-34   MDI shall employ security measures ensure that the State's application and data is protected.

H-35   If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.

H-36   All servers and devices must have currently-supported and hardened operating Systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.

H-37   All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.

H-38   In the development or maintenance of any code, MDI shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.

H-39   MDI shall notify the State's Project Manager of any security breaches within two (2) hours of the time that MDI learns of their occurrence.

H-40   MDI shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of MDI' hosting infrastructure and/or the application.

H-41   MDI shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

H-42   MDI shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of MDI' hosting infrastructure and/or the application upon request.

H-43   MDI shall provide fire detection and suppression System, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of MDI website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.

HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT

H-44   MDI's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.

H-45   Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.

H-46   Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.

H-47   The State shall have unlimited access, via phone or Email, to MDI technical support staff twenty four hours per day, 7 days per week;

H-48   MDI response time for support shall conform to the specific Deficiency class as described in *Terms and Definitions*.

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H-48a   MDI shall use best efforts to resolve issues within 60 minutes of the occurrence of an outage for all matters that can be resolved by MDI. If an outage is longer than 60 minutes, MDI will work with Customer to ensure Customer is informed of the known issues and the resolution plan.

H-49   The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.

H-50   MDI will guide the State with possible Solutions to resolve issues to maintain a fully functioning, hosted System.

H-51   A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.

H-52   MDI will give two-business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

H-53   MDI shall guarantee 99.5% uptime, exclusive of the regularly scheduled maintenance window

H-54   If MDI is unable to meet the 99.5% uptime requirement, MDI shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.

H-55   MDI shall use a change management policy for notification and tracking of change requests as well as critical outages.

H-56   A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.

H-57   All hardware and software components of MDI hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating Systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.

H-58   MDI shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following:
o Server up-time
o All change requests implemented, including operating System patches
o All critical outages reported including actual issue and resolution
o Number of Deficiencies reported by class with initial response time as well as time to close.

H-59   MDI shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.

H-60   As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

a. Class A Deficiencies - MDI shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within **two (2) hours** of request.

b. Class B & C Deficiencies –The State shall notify MDI of such Deficiencies during regular business hours and MDI shall respond back within 24-hours of notification of planned corrective action;

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1. PRELIMINARY WORK PLAN

The following table provides the preliminary agreed upon Project Plan for the Contract.

Table 1: NH MDI Achieve Work Plan

Glencliff MVP Milestones – May G2 Schedule (in order of Begin Date)					2/26/14
ID	**Task Name**	**Begin Date**	**End Date**	**Start Time (CST)**	**Task Description**
1	Planning	-	4/15/2014		Discovery Call, tech-to-tech call, complete & return forms to MDIA (facility info, contacts, CMQs, ID sec admins, project sign-off), order HW, market to staff.
2	Enroll Medicare	4/3/2014	6/3/2014		Send client Medicare enrollment forms/instructions, follow-ups, approval notification, go-lives.
3	Enroll Medicaid	4/3/2014	6/3/2014		Send client Medicaid enrollment forms/instructions, follow-ups, approval notification, go-lives.
4	Conversions Setup (Facility Layout)	4/14/2014	5/2/2014		Extract Facility Layout, GLs, Ancillaries, RCMs. Send wkbk to client. Client MUST validate & signoff on Facility Layout
5	Kick Off Call	4/16/2014	4/16/2014	1:00 PM CST, 60 minutes	Please print a hardcopy of the Project Plan for each attendee and test GlobalMeet webinar tool ahead of time.
6	Conversion MPR - 15-minute video	4/17/2014	4/18/2014		15-minute video that IT, clinical and financial reps must watch. Overview of the conversion process.
7	Claims Process Overview - 5-minute video	4/17/2014	4/18/2014		5-minute video that financial reps must watch. Overview of the claims enrollment process.
8	Financial MPR	4/21/2014	4/21/2014	8:30 AM CST, 4 hours	Financial decision makers should attend this working session. Attendees are asked to make process and system setup decisions.
9	Client returns GLs & Facility Layout in MVP Workbk	4/22/2014	4/29/2014		Client returns final GL account file to the Financial Instructor. Instructor forwards to STL-ISS if they purchased AP/GL.
10	GL COA verification	4/28/2014	5/6/2014		Client must validate the accuracy of the Matrix COA and then return the signed sign-off sheet. Save to Unanet.
11	Face Sheets & Census - Extract & Conversion	4/28/2014	5/9/2014		Provider import incl'd. LOC/Prime Payers/Phys/URB must be in system prior if coming from classic prod. 1HR/FAC, 2HR/FAC IF SPLIT
12	Matrixcare Security Training	4/30/2014	4/30/2014	8:30 AM CST, 2 hours	Attendees must include the two System Sec Admins and one clinical rep and one financial rep who will be able to address user access needs.

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13	Clinical MPR (Add-ons) (G2)	5/1/2014	5/1/2014	8:30 AM CST, 6 hours. 8 hours for ALFs.	Clinical decision makers for the project should attend. The session is delivered via the internet and speaker phone.
14	Return Ancillary Item Setup & Rm Charge Master	5/5/2014	5/9/2014		Client returns Ancillary Charge Master & Room Charge Master spreadsheet.
15	Financial Build Training	5/6/2014	5/8/2014	8:30 AM CST, 2 days, 4 hours each	2 - 4hr sessions. Instructor works w/client to input information from the Financial Build Data Workbook into Matrix.
16	Clinical MPR/Build Training (MDS/CP) (G2)	5/7/2014	5/7/2014	8:30 AM CST, 6 hours	Side by side computers required. One to display the webinar and the other to perform live entry during the session.
17	MDS Cutoff (End of Day)	5/7/2014	5/7/2014		Last day to process "Submitted" and "Accepted" MDSs before conversion. Client to catch up during or after training.
18	MDS Conversion	5/8/2014	5/16/2014		Only the past 18 months of "Submitted" and "Accepted" MDSs will be converted. Client to catch up during or after training.
19	FaceSheets and Census Training (G2)	5/13/2014	5/13/2014	8:30 AM CST, 4 hours	Training session delivered via webinar and Speaker Phone.
20	Face Sheets & Census dual entry period	5/13/2014	7/25/2014		Dual entry will be done in both systems until AR is live and month is closed, or until PO is live.
21	Subscription Billing Start Date	5/13/2014	5/13/2014		Billing starts at first effective use, which is the Face Sheets & Census training per the MLSA/SOW.
22	Residential Documents Training	5/13/2014	5/13/2014	1:30 PM CST, 1 hour	For SMEs and clinical leadership to review reports
23	Part D Training	5/13/2014	5/13/2014	Immediately follows Res Docs Training, 1 hour	For SMEs and clinical leadership. Go-live with Part D eligibility day of training.
24	Close last AR month & notify conversions	5/14/2014	5/14/2014		Ancillaries, cash, write-off, refunds, adj, etc. should be entered and validated in current system before close.
25	Client prints final aging report WITHOUT prebill	5/14/2014	5/14/2014		Print final aging report WITHOUT prebill/advance billed amounts prior to closing AR month in classic system. Email to Conversion Specialist.
26	AR Balance Forward Conversion	5/15/2014	5/20/2014		Client completes Payer Mapping in ARBF Conversion sheet, per Care Setting, validate ARBF conversion & return signed sign-off form.
27	MDS Training (G2)	5/15/2014	5/15/2014	8:30 AM CST, 6 hours	1 day training session. Must have 2 subject matter experts attend.
28	Care Plans Training	5/16/2014	5/16/2014	1:30 PM CST (G2), 3 hours	1 day training session. Must have 2 subject matter experts attend.
29	Resident Financial Information	5/19/2014	5/19/2014	8:30 AM CST, 2 hours	Training session delivered via webinar and Speaker Phone.

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	Training				
30	Accounts Receivable Training	5/21/2014	5/22/2014	8:30 AM CST, 2 days, 4 hours each	2 attendees. The afternoon should be committed to live data work and/ or working with the trainer.
31	ePREMIS Conversion	5/21/2014	6/12/2014		Change all PL info to Mx info, update ePREMIS server paths, add server locations to download remit, link CID to Mx and autoagent.
32	AR GO-LIVE	5/22/2014	5/30/2014		Financial trainer available to answer questions. Not scheduled time. 2 HOURS PER FACILITY.
33	Resident Trust Training	5/23/2014	5/23/2014	8:30 AM CST, 4 hours	1 Day training is in the AM. The afternoon should be live data work and/or consulting with the trainer.
34	Month End Close Training	5/27/2014	5/27/2014	8:30 AM CST, 3 hours	1 day training to assist in closing the AR books and submitting claims. Maximum of 2 attendees.
35	Claims Training	5/28/2014	5/28/2014	8:30 AM CST, 4 hours	1 day training to learn the claims creation/submission process. Maximum of 2 attendees
36	Clinical Build (Add-ons) (G2)	5/30/2014	5/30/2014	8:30 AM CST, 6 hours. 8 hours for ALFs.	Side by side computers are required. One to display the webinar and the other to perform live entry during the session.
37	Financial IA Support Period	6/2/2014	7/25/2014		60 day Financial IA Support
38	Resident Care Training (G2)	6/10/2014	6/10/2014	8:30 AM CST, 6 hours. Add 2 hours for AL Service Plans.	Train the trainer. 2 Subject Matter Experts. Progress Notes & Vitals, Observations/Assessments & Events. Service Plans for ALFs.
39	Client trains all floor staff on RC	6/11/2014	6/20/2014		Schedule training for any staff unable to attend RC training including activities, floor nurses, etc.
40	Enterprise Edition Training	6/16/2014	6/16/2014	8:30 AM CST, 3 hours	30 days after MEC typically. Topic is Intended for both the clinical and financial audience.
41	Install and test POC hardware	6/18/2014	6/24/2014		
42	POC Training (G2)	6/25/2014	6/25/2014	8:30 AM CST, 4 hours	Train the trainer, 2 attendees. Client will need side by side monitors for attendees.
43	Client trains all floor staff on POC	6/25/2014	7/1/2014		
44	MONTH END CLOSE COMPLETE	6/25/2014	6/25/2014		MUST CLOSE MONTH AND GET CLAIMS OUT BY THE FOLLOWING 2 WEEKS from MEC/Claims. If not completed during the MEC/ Claims training.
45	CLAIMS RELEASE COMPLETE	6/26/2014	6/26/2014		MUST CLOSE MONTH AND GET CLAIMS OUT BY THE FOLLOWING 2 WEEKS from MEC/Claims. If not completed during the MEC/ Claims training.

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46	Physician Orders Training (G2)	7/2/2014	7/2/2014	8:30 AM CST, 6 hours	8 hour session. Maximum of 2 attendees
47	Client trains all floor staff on PO	7/2/2014	7/11/2014		Schedule internal training for any staff entering orders.
48	Manually Key in Physician Orders	7/2/2014	7/25/2014		Estimated at 2 hour per resident to manually key in historical orders. Floor nurses.
49	ePrescribing Training	7/2/2014	7/2/2014		Occurs same time at the end of PO training.
50	Clinical IA Support Period	7/7/2014	8/29/2014		60 day Clinical IA Support
51	Collections Training	7/7/2014	7/7/2014	8:30 AM CST, 2 hours	Dedicate resources and time to work on system set up between the training session and the consulting session.
52	Email instructions for REMITS & 3PC enrollment	7/10/2014	7/16/2014		Email AFTER client receives payment for 1st claims. Time tracking for 3PC/Remit enrollments is done outside of project plan.
53	IPM enables ePrescribe interface at GO-LIVE Call	7/21/2014	7/25/2014		If the pharmacy system is supported, the client enters at least one order to test during the go-live, if successful transmission, the client is now live.
54	Physician Orders GO-LIVE COMPLETE	7/25/2014	7/25/2014		After all orders are entered into the system and staff have been trained. Begins real-time faxing of orders to providers.
55	Business Intelligence Training (PowerCube)	8/12/2014	8/12/2014	8:30 AM CST, 4 hours	Recommend session occur at least 2 months after go-lives. Session delivered via webinar & conference phone for audio.
56	eMAR Training	8/14/2014	8/14/2014	8:30 AM CST, 3 hours	Train the trainer, 2 attendees per facility.
57	Client trains all floor staff on eMAR	8/15/2014	8/22/2014		
58	eMAR GO-LIVE COMPLETE	8/22/2014	8/22/2014		
59	Download eMAR Offline Solution & Create Logins	8/25/2014	8/26/2014		Install eMAR Offline Report on a designated workstation using the eMAR Offline Report Install Guide. Clinical lead creates login
60	Return eMAR Offline & User Creation Verification	8/25/2014	8/29/2014		Client verifies that eMAR Offline logins have been created by returning a signoff document to the MDI Achieve IPM.
61	Close Project	8/29/2014	9/1/2014		IPM sends email to client. Pull Project Hrs, closure email with feedback survey. Handoff to Regular Support Teams.

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1. LICENSE GRANT

The State shall receive the right to use the Software under a Software as a Service (SaaS) model, and will not own any license (perpetual or term) authorizing it to possess or utilize the Software independent of the hosted SaaS Services provided by MDI Achieve, Inc.

2. SOFTWARE AND DOCUMENTATION COPIES

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

3. RESTRICTIONS

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

a. Remove or modify any program markings or any notice of MDI Achieve, Inc.'s proprietary rights;

b. Make the programs or materials available in any manner to any third party for use in the third party's business operations. except as permitted herein: or

c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

Title. right. and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain the sole property MDI Achieve, Inc..

5. SOFTWARE NON-INFRINGEMENT

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

The warranty of non-infringement shall be effective during the Term of the Contract. In the event that someone makes a claim against the State that any Material infringes their intellectual property rights. MDI Achieve, Inc. shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies MDI Achieve, Inc. in writing, not later than 30 days after the State receives actual written notice of such claim;

b. Gives MDI Achieve, Inc. control of the defense and any settlement negotiations; and

c. Gives MDI Achieve, Inc. the information, authority, and assistance reasonably needed to defend against or settle the claim.

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d. The State uses all commercially reasonable efforts to mitigate any loss, damage or costs related to an infringement claim.

e. Notwithstanding the foregoing, the State's counsel may participate, at its own expense, in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If MDI Achieve, Inc. believes or it is determined that any of the Material may have violated someone else's intellectual property rights, MDI Achieve, Inc. may choose to either modify or replace the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, MDI Achieve, Inc. may end the license, and require return of the applicable Material and refund a pro rata portion of any unearned fees the State has paid MDI Achieve, Inc. under the Contract. MDI Achieve, Inc. will not indemnify the State if the State alters the Material without MDI Achieve, Inc.'s consent or uses it outside the scope of use identified in MDI Achieve, Inc.'s user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. MDI Achieve, Inc. will not indemnify the State to the extent that an infringement claim is based upon any information, design, specification, instruction, Software, data, or material not furnished by MDI Achieve, Inc. MDI Achieve, Inc. will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by MDI Achieve, Inc. without MDI Achieve, Inc.'s consent. MDI Achieve, Inc. will not indemnify the State to the extent that its use of the Materials is in violation of the terms of this Agreement.

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1. WARRANTIES

1.1 Services

MDI Achieve, Inc. warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

MDI Achieve, Inc. warrants that during the Warranty Period the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, materially compliant with the requirements of the Contract, and will operate in material accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance terms, the State's remedy, and MDI Achieve, Inc.'s entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if MDI Achieve, Inc. cannot substantially correct such breach in a commercially reasonable manner, the State may terminate the Agreement and recover the pro rata portion of any unearned fees paid to MDI Achieve, Inc. for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if MDI Achieve, Inc. cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and recover the pro rata unearned fees paid to MDI Achieve, Inc. for the Deficient services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

MDI Achieve, Inc. warrants that all System components needed to utilize the Software and its services, including but not limited to the components provided, including any replacement or upgraded System Software components provided by MDI Achieve, Inc. to correct Deficiencies or as an Enhancement, shall operate in accordance with the Documentation.

1.6 Services

MDI Achieve, Inc. warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and

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that Services will comply with performance standards, Specifications, and terms of the Contract.

1.7 Personnel

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

1.8 Breach of Data

MDI shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

1.9 Warranty Period

The Warranty Period shall commence upon the Effective Date of the Contract and extend for the duration of the Contract term.

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MDI shall provide training Services as described in Table 1: Glencliff MVP Milestones – Training Schedule.

		Table 1: Glencliff MVP Milestones - Training Schedule	
Week	**Task Start Time (EST)**	**Task Name**	**Description**
1		Conversion MPR – 15-minute video	15-minute video that IT, clinical and financial reps must watch. Overview of the conversion process.
2	2 hours	Matrixcare Security Training	Attendees must include the two System Sec Admins and one clin rep and one fin rep who will be able to address user access needs.
3	2 days, 4 hours each	Financial Build Training	2 - 4hr sessions. Instructor works w/State to input information from the Financial Build Data Workbook into Matrix.
4	6 hours	Clinical MPR/Build Training (MDS/CP)	Side by side computers required. One to display the webinar and the other to perform live entry during the session.
5	1 hour	Residential Documents Training	For SMEs and clinical leadership to review reports
6	4 hours	FaceSheets and Census Training	Training session delivered via Live Meeting and Speaker Phone.
7	6 hours	MDS Training	1 day training session. Must have 2 subject matter experts attend.
8	3 hours	Care Plans Training	1 day training session. Must have 2 subject matter experts attend.
9	2 hours	Resident Financial Census Training	Training session delivered via Live Meeting and Speaker Phone.
10	2 days, 4 hours each	Accounts Receivable Training	2 attendees. The afternoon should be committed to live data work and/ or working with the trainer.
11	2 hours	Collections Training	Dedicate resources and time to work on system set up between the training session and the consulting session.

2014-071 Glencliff Electronic Health Records Enhancement
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12	3 hours	Month End Close Training	1 day training to assist in closing the AR books and submitting claims. Maximum of 2 attendees.
13	4 hours	Claims Training	1 day training to learn the claims creation/submission process. Maximum of 2 attendees
14		Email instructions for REMITS & 3PC enrollment	
15	6 hours	Resident Care Training	Train the trainer. 2 Subject Matter Experts. Progress Notes & Vitals, Observations/Assessments & Events.
16	4 hours	POC Training	Train the trainer , 2 attendees. State will need side by side monitors for attendees.
17	6.5 hours	Physician Orders Training	8 hour session. Maximum of 2 attendees
18		State trains all floor staff on PO	Schedule internal training for any staff entering orders.

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EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

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Date: 3-28-14
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EXHIBIT N – NOT APPLICABLE TO THIS CONTRACT

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Attached are:
Certificate of Vote/Authority
Certificate of Good Standing
Certificate of Insurance

Department of Health and Human Services Required Documentation:
NH Department of Health and Human Services Standard Exhibit C, Special Provisions
Standard Exhibit D: Certification Regarding Drug-Free Workplace Requirements
Standard Exhibit E: Certification Regarding Lobbying
Standard Exhibit F: Certification Regarding Debarment, Suspension and Other Responsibility Matters
Standard Exhibit G: Certification Regarding the Americans with Disabilities Act Compliance
Standard Exhibit H: Certification Regarding Environmental Tobacco Smoke
Standard Exhibit I: Health Insurance Portability and Accountability Act Business Associate Agreement
Standard Exhibit J: Certification Regarding the Federal Funding Accountability and Transparency (FFATA) Compliance

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

CU/DHHS/110713

Exhibit D – Certification regarding Drug Free
Workplace Requirements
Page 1 of 2

Contractor Initials _____

Date _____

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

    1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

    1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.
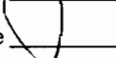
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Contractor Name:

3-28-2014
Date

Name: JOHN DAMGAARD
Title: CEO

CU/DHHS/110713

Exhibit D – Certification regarding Drug Free
Workplace Requirements
Page 2 of 2

Contractor Initials

Date

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
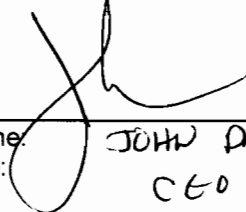*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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.

Contractor Name:

3-28-2014
Date

Name: JOHN DAMGARD
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION
1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3-28-2014
Date

Name: JOHN DAMGAARD
Title: CEO

Contractor Initials: JAD
Date 3-28-14
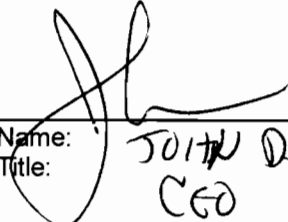
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 Name:

_3-28-2014_
Date

Name: _JOHN DAMGAARD_
Title: _CEO_

Exhibit G – Certification Regarding
The Americans With Disabilities Act Compliance
Page 1 of 1

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Contractor Initials _____
Date _3-28-2014_

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.
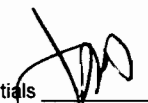
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name:

_3-28-2014_
Date

Name: JOHN DAMGAARD
Title: CEO

Exhibit G – Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

CU/DHHS/110713

Contractor Initials _____

Date 3-28-2014

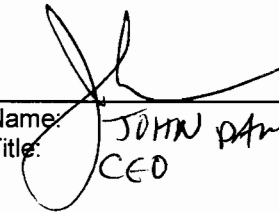## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT
BUSINESS ASSOCIATE AGREEMENT

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

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

Exhibit I – Health Insurance Portability and Accountability Act
Business Associate Agreement
Page 1 of 4

CU/DHHS/110713

Contractor Initials

Date

Use and Disclosure of Protected Health Information

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

Obligations and Activities of Business Associate

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

Exhibit I – Health Insurance Portability and Accountability Act
Business Associate Agreement
Page 2 of 4

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Contractor Initials _____
Date 3/28/14

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

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

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

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

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

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

Obligations of Covered Entity

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

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

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

Termination for Cause

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

Contractor Initials _____

Date 2-28-14

Miscellaneous

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

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

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

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

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

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

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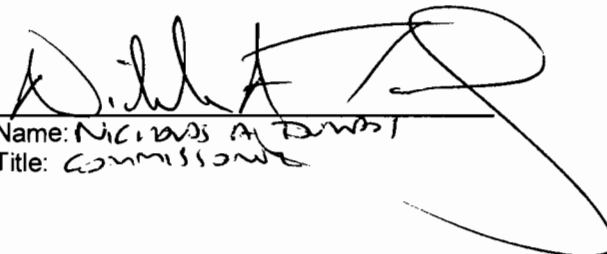
Contractor Name:

3-28-2014
Date

Name: JOHN DAMGAARD
Title: CEO

State Agency Name:

4/14/14
Date

Name: NICHOLAS A TOUMAS
Title: Commissioner

CU/DHHS/110713

Exhibit I – Health Insurance Portability and Accountability Act
Business Associate Agreement
Page 4 of 4

Contractor Initials _____
Date 3-28-14

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
 In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

3-28-2014
Date

Name: JOHN DAMGAARD
Title: CEO

Exhibit J – Certification Regarding the Federal Funding
Accountability And Transparency Act (FFATA) Compliance
Page 1 of 2

CU/DHHS/110713

Contractor Initials _____
Date 3-28-14

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: ⟍ 0176535036

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

   ___X___ NO   _____ YES

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

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

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

   _____ NO   _____ YES

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

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

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

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

Exhibit J – Certification Regarding the Federal Funding
Accountability And Transparency Act (FFATA) Compliance
Page 2 of 2

CU/DHHS/110713

Contractor Initials _____
Date 3-28-14

State of New Hampshire
Department of Health and Human Services
Glencliff Electronic Health Records Enhancement
Contract Agreement 2014-071
APPENDICES A and B

Attached are:

Appendix A: Opertational Responsibilities
Appendix B: MDI Quotation

2014-071 Glencliff Electronic Health Records Enhancement
Initial & Date All Pages
MDI Achieve, Inc. Initials:
Date: 3-28-14

VERSION 16

Operational Responsibilities. Specific MDIA and Customer operational responsibilities in providing services are encoded in the matrix below as follows:

- **R** – Responsible Party
- **C** – Consulted Party
- **I** – Informed Party

Category	Item	Customer	MDIA	Customer	MDIA
		Deployment Option:	**Hosted**	**Self-hosted**	
Procurement					
	Designated Platform – Including Required 3rd Party Software		R	R	C
	Customer Site Equipment and Peripherals	R	C	R	C
Infrastructure Management					
	Designated Platform Storage Management		R	R	
	Designated Platform Hardware Break/Fix		R	R	
	Designated Platform Capacity Management and Planning		R	R	C
	Designated Platform Performance Management		R	R	C
	Designated Platform Problem Management		R	R	
	Network Administration – Inside Customer Firewall	R	C	R	
	Network Hardware Break/Fix - Inside Customer Firewall	R	I	R	
	Firewall Management – Customer Location	R	C	R	
	DNS Administration		R	R	
	Firewall Management – Hosting Center		R	R	
	Network Administration - Inside Hosting Center Firewall		R	R	
	Network Monitoring - Inside Hosting Center Firewall		R	R	
	Network Hardware Break/Fix - Inside Hosting Center Firewall		R	R	
	Network Performance Management - Inside Hosting Center Firewall		R	R	
	Network Problem Management		R	R	
Instance Management					
	OS Monitoring		R	R	
	OS Maintenance and Performance Tuning		R	R	C
	OS Patching		R	R	
	OS Security Administration		R	R	
	AntiVirus Monitoring		R	R	
	AntiVirus Administration		R	R	
	DBMS Monitoring		R	R	
	DBMS Maintenance and Performance Tuning		R	R	
	DBMS Security Administration		R	R	
	DBMS Patching		R	R	
	Backup Services		R	R	
	Restore Services	I	R	R	
	Interface Service Monitoring	I	R	R	
	Interface Administration	C	R	R	
	Print Queue Monitoring	I	R	R	
	Print Queue Administration	C	R	R	
	Application Monitoring	I	R	R	
	Application Security Administration	R		R	C
	Usage Monitoring		R		
	Usage Reporting	I	R		

To	From
Elizabeth Shields	Linda Scheel
Glencliff Home for the	MDI Achieve, Inc.
393 High Street, PO Box 76	10900 Hamshire Avenue South, Suite 100
Glencliff, NH 03238	Bloomington, MN 55438
elizabeth.shields@dhhs.stat	linda.scheel@mdiachieve.com
603-271-9399	(314) 439-6420

MatrixCare MVP Software and Services Proposal

Care Setting Information

Care Setting Name	Care Setting Type	Address	Beds	Implementation Month
Glencliff Home for the Elderly	Skilled Nursing	393 High Street, PO Box 76 Glencliff, NH 03238	130	Next Available

Monthly Subscription Fees

Care Setting	Current PathLinks Products	MatrixCare Solutions	MatrixCare Monthly Subscription Fees	
			Like for Like Pricing Period	After Like for Like Pricing Period
Glencliff Home for the Elderly	PathLinks Clinical, Accounts Receivable, Electronic Charting, Point of Care	MatrixCare EHR Elite	$1,001	$2,332
		Maintenance, Support and Updates	Included	Included
		Sublicensed Software: RelayAssurance™ Plus (ePremis®), First Databank	Included	Included
	PathLinks Hosting	MatrixCare Hosting	$264	Included
		Multi-Tenant Hosting	Included	Included
		Standard High Availability	Included	Included

Discounts				
Existing Customer Discount		-10%	-$40	-$233
			$1,226	$2,099

Monthly Subscription Fees Total

Professional Services Fees

Care Setting	Package/Modules	Professional Services Fees
MatrixCare Packages Implementation	MatrixCare Packages Implementation for all care settings including: Project Management, Data Conversion, Claims Enrollment, MatrixCare Process Review, Technical Services, Financial and Clinical system builds, Training on all Products, Optimization Assessment and Optimization Consulting for Financial and Clinical	$10,000

Packages/Modules Implementation Sub-Total		$10,000

Discounts		
Down Payment Discount	-10%	-$1,000

Professional Services Fees		$9,000

Down Payment Required

100% of Professional Services Fees	$9,000	

Total	**$9,000**	

Comments and Notes
Please refer to MDI Achieve's Master License and Services Agreement and Statement of Work for all Terms & Conditions regarding the software products and services Customers are required to begin their implementation according to the next available space in MDI Achieve's implementation calendar.

Discounts during Like-for-Like period are applied only to new products purchased. Existing fees will remain consistent with those paid on PathLinks.

Monthly subscription fees are due beginning the earlier of 120 days from the effective date on the Statement of Work, or First Productive Use of the software, whichever is earlier.

Please remit deposit to:
MDI Achieve, Inc.
940 West Port Plaza Drive Suite 100
St. Louis, MO 63146

Please note: Clients must sign MVP upgrade contracts by June 30, 2014, to ensure an upgrade to MatrixCare prior to the ICD-10 deadline of October 1, 2014. MDI Achieve cannot guarantee implementation by the ICD-10 deadline for clients who sign upgrade contracts after June 30, 2014.

Client Implementation Contact
Client Type

3-28-14

Name/Title
Phone Number
Email

3-28-14

Attached are:

Attachment 1:   Conversions, Accounts Receivable Balance Forward
Attachment 2:   Data Conversion Details
Attachment 3:   MatrixCare Interface Catalogue
Attachment 4:   Face Sheet and Census Conversion
Attachment 5:   MatrixCare ARBF Data Conversion Validation
Attachment 6:   MatrixCare Facility Layout Data Verification
Attachment 7:   Accounts Receivable Conversion
Attachment 8:   Quality Assurance Test Process
Attachment 9:   List of Software Products

2014-071 Glencliff Electronic Health Records Enhancement
Initial & Date All Pages
MDI Achieve, Inc. Initials:
Date: 3-28-14

Version 16

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MDS Conversion

Preparation for Conversion

- Submit as many MDS assessments as possible to the state. Verify the assessments have been accepted by the state.

- Correct and re-submit any rejected assessments.

- **Do not enter any additional MDS assessments into your current system after your final submission is complete.** If you enter any MDS assessments after your final submission, they will be converted into MatrixCare™ and appear as though they have been submitted even though they have not.

- Print any assessments that have not been submitted and bring them to training to enter into MatrixCare at that time. During training you will complete a test submission from MatrixCare, then be switched to live.

Conversion

1. MDI Achieve will contact the client to collect 18 months of MDS submission files or extract the MDS files from the MDI Achieve Classic system.

2. If your facility submits non-CMS assessments for billing purposes only and you would like these converted to MatrixCare, create a submission file for these assessments and email it directly to your Data Conversion Resource prior to the MDS Conversion.

3. MDI Achieve will run the conversion and send the client two reports:

   - A list of successfully imported assessments

   - A list of changes made to MatrixCare face sheets to allow import

Post Conversion

The client must validate the listing of MDS assessments for each resident and notify MDI Achieve if any assessments are missing. Please also review the list of changes made to MatrixCare face sheets, determine which information is correct and update MatrixCare accordingly.

Converted Information

MDS assessments are converted into MatrixCare in the form of submission files.

- A follow-up MDS conversion can be performed, if needed.

- Only items contained in the submission file are converted. Therefore, no CAAs or Care Plans are included in the MDS conversion.

Data Conversion Details

MDI Achieve converts all items listed below, provided the data is available in the classic product you are converting from. Items in **bold** below are required. If you leave any of the items listed in **bold** below blank, they will appear in MatrixCare as "Unknown" if a text entry or with 1s if a numeric field.

Facility Layout/Bed Listing:

Unit Description	Description of the unit/station. For example, East, West, etc.
Unit Abbreviation	Short Description For Unit. Unique for each unit. For example, EAS, WST
Room Description	Room Number
Bed Description	Bed Number
Bed Type Description	Private, Semi-Private etc. Must match bed type setup in MatrixCare.
Certification	Dually, Medicaid, Medicare, Non
Certification Begin Date	Will default to 01/01/1950 if left blank

Physicians:

Provider Type	Cardiologist, Clinical Nurse Specialist, Dentist, Internist, NP/PA, Ophthalmologist, Optometrist, Physician, Podiatrist, Psychiatrist, Psychologist, or Urologist
First Name	
Middle Initial	
Last Name	
Address	
City	
State	
Zip Code	
Primary Phone	
Fax	
Pager	
Email	

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UPIN	
NPI	(either UPIN or NPI is required, both are not necessary)

System Providers:

Provider Type	Lab, Pharmacy, Radiology
Provider Name	
Address	
City	
State	
Zip Code	
Time Zone	Does not extract. The time zone of the facility is used.
Primary Phone	
Fax Number	

Facility Providers:

Provider Type	Agency, Ambulance Service, Attorney, Bank / Credit Union, Beauty / Barber, Church / Temple, Clinic, Consultant, Florist, Funeral Home, Home Health Care, Hospice, Hospital, Laundry Service, Oxygen Service, Therapy Service
Provider Name	
Address	
City	
State	
Zip Code	
Primary Phone	
Fax	
Work Phone	
Home Phone	

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Cell Phone	
Pager	
Email	

Resident Information

We recommend you remove any special characters from any of these fields. For example, change O'Brien to OBrien.

First Name	
Middle Name	
Last Name	
Marital Status	Separated, Divorced, Married, Never Married, Widowed
Religion/Faith	7th Day Adventist, Agnostic, Apolistic, Apostolic, Assembly of God, Atheist, Baptist, Buddhist, Catholic, Christian, Christian Missionary Alliance, Christian Reformed, Christian Scientist, Church of Christ, Church of the Latter Day Saints, Church of the Nazarene, Congregational, Covenant, Disciples of Christ, Episcopalian, Evangelical, First Assembly, Greek Orthodox, Hinduism, Islam, Jehovah's Witness, Judaism, Lutheran, Mennonite, Methodist, Moravian, Mormon, Non-Denominational, None, Orthodox, Pentecostal, Presbyterian, Protestant, Quaker, Scientology, Taoist, Traditionalist, Unitarian
Mother's Maiden Name	
Primary Language	
Race	Asian/Pacific Islander Black, not of Hispanic Origin Hispanic American Indian/Alaska Native White, not of Hispanic Origin Unknown
Gender	Female, Male, Unknown
Social Security Number	
Date of Birth	

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Medicare A Number	Medicare B Number is not imported.
Medicaid Number	
Address Line 1	
Address Line 2	
City	
State	
Zip	
Medical Record Number	Up to 9 characters

Resident Diagnoses

ICD-9CM Code	
Date of Onset	
Diagnosis Type	A = Admitting diagnosis, Blank = All others. Only the first admission diagnosis will be flagged in MatrixCare.
Diagnosis Priority	1 = Primary, Blank = Secondary. Only the first Primary diagnosis will be flagged in MatrixCare.

Resident Contacts

First Name	
Middle Name	
Last Name	
Address Line 1	
Address Line 2	
City	
State	
Zip Code	
Home Phone	Cell Phone is not imported
Business Phone	

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Resident Relationships:

		Responsibility by Role Description
Relationship Type	Attending Physician, Facility Provider, Medical Professional, Related Party, System Provider	
Relationship/Role Description for Medical Providers (Attending Physician or Medical Professional)	Cardiologist, Clinical Nurse Specialist, Dentist, Internist, NP / PA, Ophthalmologist, Optometrist, Physician, Podiatrist, Psychiatrist, Psychologist, Urologist	
Relationship/Role Description for Facility Providers and System Providers	Agency, Ambulance Service, Attorney, Bank / Credit Union, Beauty / Barber, Church / Temple, Clinic, Consultant, Florist, Funeral Home, Home Health Care, Hospice, Hospital, Laundry Service, Oxygen Service, Therapy Service, Lab, Pharmacy, Radiology	
Relationship/Role Description for Related Party	Brother, Daughter, Family Member, Father, Friend, Mother, Other, Resident, Significant Other, Sister, Son, Spouse	Legal Guardian responsible, Other Legal Oversight, Durable power of attorney - healthcare, Durable power of attorney - financial, Family member responsible, Emergency Contact, Responsible Party, Power of attorney - healthcare, Power of attorney - financial, Guardian, Primary Financial Contact, Receive AR Statement

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Resident Census

Census Event	Admission, Information Change, Hospital Leave, Therapeutic Leave, Discharge - Return Not Anticipated, Discharge - Return Anticipated, Expired, Return (from leave or discharged/expected to return)	Must meet census sequencing rules.
Census Event Date Time		
Admission Source	Physician Referral, Clinic Referral, Transfer from a Hospital, Transfer from a SNF, Transfer from Other, Emergency Room, Court/Law Enforcement, Information Not Available, Transfer from Another Home, Health Agency, Readmission to Same Home Health Agency, Transfer from Hospital Distinct Unit, Transfer from Ambulatory, Surgery Center, Transfer from Hospice Under Hospice Plan, Discontinued, TransfromCriticalAccessHosp	Will default to "Information Not Available" if blank
Admission Type	Emergency Urgent Elective Newborn Trauma Center Information Not Available	Will default to "Information Not Available" if blank

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Primary Payer	Must match a payer that has been set up in MatrixCare	
Level of Care	Skilled, intermediate, etc. Must match what has been set up in MatrixCare	
Unit/Room/Bed		
Leave of Absences Code	Billable LOA (default), Contractualized LOA, Non-Billable LOA	
Patient Status Code	Not required on admission record	

Patient Status Code	Description
01	Discharged to home or self-care (routine discharge)
02	Discharged to hospital for inpatient care
03	Discharged/transferred to SNF with Medicare certification in anticipation of covered skilled care
04	Discharged/transferred to ICF
05	Discharged/transferred to a Designated Cancer Center or Children's hospital
06	Discharged/transferred to home under care of organized home health service organization in anticipation of covered skills care
07	Left against medical advice or discontinued care
20	Expired (or did not recover - Religious Non-Medical Health Care Patient)

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30	Still patient or expected to return for outpatient services
40	Expired at home (hospice claims only)
41	Expired in a medical facility, such as a hospital, SNF, ICF or freestanding hospice (Hospice claims only)
42	Expired - place unknown (hospice claims only)
43	Discharged/transferred to a Federal hospital
50	Discharged/transferred to Hospice - home
51	Discharged/transferred to Hospice - medical facility
61	Discharged/transferred within this institution to a hospital-based Medicare approved swing bed
62	Discharge/Transferred to an inpatient rehab facility including rehab unit of a hospital
63	Discharge/Transferred to a Medicare-certified long term care hospital
64	Discharge/Transferred to a nursing facility certified under Medicaid, but not certified under Medicare
65	Discharged/transferred to a psychiatric hospital or psychiatric distinct part unit of a hospital
66	Discharge/transfer to a Critical Access Hospital

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70	Discharge/transfer to another type of health care institution not defined elsewhere in the code list
71	Discharge/Transferred/Referred to another institution for outpatient services
72	Discharge/Transferred/Referred to this institution for outpatient services

Accounts Receivable Balance Forward:

Payer Name	Must match a payer set up in MatrixCare
Transaction Date	Invoice Date
Service Date	Ending Date of Charge
Aging Amount	

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MatrixCare Interface Catalogue

Interfaces are a valuable element for clients, enabling them to select the systems of their choice and integrate them with sophisticated connections. MDI Achieve often works to connect its systems with various partners for the greater benefit of our customers.

MDI Achieve offers two types of interfaces:

- Standard Interfaces
    - o   Basic imports and exports to and from our system.
- Advanced interfaces
    - o   Complex interfaces that MDI Achieve has built to connect with a specific partner.

The grid below contains a list MatrixCare's standard and advanced interfaces.

MatrixCare Interface	Vendors	Matrix Module Needed	Matrix Export or Import	Format (s)
Standard				
Ancillary Charge Import	Generic*	AR	Import	XML, Tab Delimited
Ancillary Charge Import	Enduracare, GiftRAP, Kindred, McKession (Orbits) Resource For Windows*	AR	Import	XML, Tab Delimited
Standard				
General Ledger Export	Generic*	AR	Export	XML
General Ledger Export	MDIA Products, MediTech, Intacct, MAS90 *	AR	Export	XML
General Ledger Export	MS Dynamics/Great Plains*	AR	Export	CSV Text
General Ledger Export	Lawson*	AR	Export	CSV Text
General Ledger Export	Invision*	AR	Export	Flat File Text
General Ledger Export	PeopleSoft*	AR	Export	Custom Text
Standard				
Admissions Discharges Transfers	Generic*	AC	Export	HL7 2.3.1 Pipe Delimited / HL7XML
Admissions Discharges Transfers	Omnicare	AC	Export	Omnicare File Format
Admissions Changes Transfers	SigmaCare	AC	Export	HL7 Pipe Delimited
Standard				

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Resident Information Export	Generic*	AC	Export	Tab Delimited
Resident Information Export	Casamba	AC	Export	Tab Delimited
Resident Information Export	My InnerView	AC	Export	CSV
Advanced				
MDS Data Import/ADT Export/ACI Import	CareTracker	MDS/AC	Import/ Export	Care Tracker File Format
ADT	DartChart	AC	Export	HL7
ADT, Ancillary Import, MDS Section O	Rehab Optima	MDS/AC	Import/ Export	XML/ Tab/ Custom format
MDS Export	Team TSI	MDS	Bi-directional	N/A

*Interface must follow our standard interface specifications

Matrixcare packages includes interfaces:

- Standard Interfaces listed above are included in packages Select, EHR and EHR Elite
- Advanced interfaces listed above are part of the EHR Elite package

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Face Sheet and Census Conversion

Preparation for Conversion

To bring over clean, current data, you can immediately start by scrubbing your database.

- **Version:** Ensure you are on the most current version of your classic product.

- **Missing information:** If left blank, any required text fields such as address or name will be filled in with "unknown". Any required number fields such as phone number or zip codes will be filled in with 1's. For example, a missing zip code will appear in MatrixCare as "11111". All phone numbers in MatrixCare require 10 digits. If a prefix is missing, it will be filled with 1's.

- **Facility Layout:** Verify that your facility layout or Unit/Room/Bed listing is up to date.

- **Physicians:** Please remove any duplicate physicians in your database. Please also note physician information as some of the information is not converted and must be entered manually, for example, **Taxonomy codes** and **DEA numbers**.

   o **QuickCare:** Physicians pull from Claim Detail. See QC2MatrixDataConv_Phy.pdf document for details.

- **ULTRACare Clients:** Every resident must have an admission record to pull in the extract. MDS 3.0 Race Codes must be configured in ULTRACare to pull the race for each resident. Please see the ULTRACare Considerations document for details.

Conversion

1. MDI Achieve will extract the following data from your Classic system:

   - Facility Layout (Unit, Room, Bed)

   - Pharmacy, Radiology, and Lab Providers

   - Physicians

   - Residents

   - Current diagnosis

   - Contacts attached to resident

   - Other Medical Providers (dentists, podiatrists, cardiologists, etc.)

   - Providers (funeral homes, churches, etc.)

   Note: *Only providers currently associated to residents will be converted. Providers include pharmacy, lab, radiology, physicians, other medical providers and providers.*

2. Facility Layout import is completed first.

3. Physicians, Providers and Face Sheet data are imported next.

   - Physicians, Other Medical Providers, Lab, Radiology and Pharmacy, and any other providers are imported into MatrixCare.

   - Resident demographic data (Name, date of birth, SSN, Medicare A#, Medicaid #, MRN, marital status, religion, primary language, race, gender address, diagnoses, contacts, providers)

   - Primary Physician assignment

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4. Census data is imported last.

- Census events: admissions, discharges, hospital and therapeutic leaves, bed changes, payer changes

- Bed assignments

- Primary payer will be defaulted to "PRIVATE" and level of care will be defaulted to "BASIC" for payers and levels of care we are unable to identify.

5. You will receive Face Sheet & Census reports of the imported information.

   Note: *Please do not make changes/updates to Face Sheet & Census information in MatrixCare until after your Face Sheet & Census training.*

Post Conversion

- After the Face Sheet & Census data extract takes place, any new census changes, for example, admissions, bed changes, discharges, etc. must be recorded and entered into MatrixCare after training.

- Once Face Sheet & Census training takes place, you will use MatrixCare for Face Sheets & Census. However, you will need to continue to enter minimum information into your Classic system in order to continue MDS entry and close your current AR month.

Data Not Converted

The following items will need to be added to the resident's face sheet after conversion, as necessary:

- Last Qualifying Hospital Stay dates

- Allergies

- Historical Diagnoses

  Note: *Current diagnoses will be imported if available but will not be sequenced.*

- Military Service

- Responsible for Self

- Advanced Directives

- Occupations

- Insurance information

- Physician Orders

- Medicare B #

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Verification of MatrixCare™ Accounts Receivable Balance Forward Conversion

MDI Achieve will do everything possible to ensure that your data is imported into MatrixCare accurately from information provided to us via your classic product and the AR Balance Forward Workbook. Please be aware that it is ultimately your responsibility to ensure the accuracy of this information.

If you notice data inaccuracies, please immediately notify your Data Conversion Resource and DO NOT edit any data in MatrixCare. **Once data is edited in the application, we are unable to roll-back the imported data and all corrections must be done manually within the application.**

Your Data Conversion Resource will email you the following reports for you to double-check the accuracy of the information: AR Aging Report and Payer Reconciliation Report.

Once you have verified the information is correct, initial below next to each validated area:

Accounts Receivable Balance Forward Conversion Items

_____Resident Payer Mappings (please verify that each resident's legacy payer is mapped to the correct MatrixCare payer)

_____GL Account Numbers (please verify account numbers the AR Reconciliation Report)

_____Payer Balances (please verify that payer balances match against the AR Reconciliation Report)

_____Resident Balances (please verify that each Resident's balance matches the AR Aging Report)

_____Total Balances (please verify that each Resident's balance matches the AR Aging Report)

Corporate Name _____

Facility Name(s) _____

Authorized Signature _____ **Date** _____

Print Name _____ **Title** _____

Please email this signed form to your Data Conversion Resource or fax to: 952-995-9735

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Verification of MatrixCare™ Facility Layout Conversion

MDI Achieve will do everything possible to ensure that your data is imported into MatrixCare accurately from information provided to us via your classic product and the Build Data Workbook. Please be aware that it is ultimately your responsibility to ensure the accuracy of this information.

If you notice data inaccuracies, please immediately notify your Data Conversion Analyst and DO NOT edit any data in MatrixCare. **Once data is edited in the application, we are unable to roll-back the imported data and all corrections must be done manually within the application.**

Your Data Conversion Analyst will email you the following reports for you to double-check the accuracy of the information: Bed Listing.

Once you have verified the information is correct, initial below next to each validated area:

Facility Layout Conversion Items

_____Unit/Room/Bed Names

_____Bed Types

_____Bed Certifications and Certification Dates

Corporate Name _____

Facility Name(s) _____

Authorized Signature _____ **Date** _____

Print Name _____ **Title**_____

Please email this signed form to your Data Conversion Analyst or fax to: 952-995-9735

■■■■
■■■■
■■■matrixcare

Accounts Receivable Balance Forward Conversion

Pre-conversion Requirements

Before conversion, please run the AR Aging Report then complete the month-end close process on your Classic product.

Conversion Process

1. The client completes the AR Balance Forward spreadsheet and sends it back to MDI Achieve.

   OR

   The AR balances are extracted from the MDI Achieve Classic product.

   - Please email the AR Aging Report to your Data Conversion Resource when you inform them month-end close has been completed. MDI Achieve will then put the data in an Excel format and send it to you for review, approval and payer mapping.

     Note: *In payer mapping, you indicate to which MatrixCare payer the balance from the Classic system should go. For example, you determine all "Private" payer types from the Classic system should go to the "Private Pay" payer in MatrixCare™, or "MCD" payer types in your Classic system should go to the "Medicaid" payer in MatrixCare.*

2. MDI Achieve performs conversion testing and reports any missing information to you.

3. Update information in MatrixCare, such as missing residents or payers.

   Note: *You do not need to attach payers to residents prior to this conversion. If payers are missing, they will be attached to the resident automatically during the conversion.*

4. MDI Achieve completes testing and imports the data into MatrixCare, ensuring that the MatrixCare aging report ties to the returned Excel spreadsheet.

5. Once the data matches perfectly, the conversion is complete. However, if there is something wrong with the data, MDI Achieve can roll it back, change it and re-import it.

   Note: *If a user changes the data in MatrixCare, there is **no** way to roll it back. The data is committed to the database as it is and any necessary changes must be made manually in MatrixCare.*

Converted Information

The following items are converted:

- Transaction Date
- Service Date
- Payer
- Payment Amount

Please note:

- Pre-bills are not converted and cannot be included in the AR Balance Forward spreadsheet.
- All residents for whom you want to convert AR balances must be in MatrixCare.

matrixcare

- Payers not attached to residents will be added during the conversion.

- Do not apply cash in your previous system. You will apply cash in MatrixCare during your training.

- This is a balance forward conversion; no other history is brought forward.

3-28-14

MDI Achieve

MatrixCare
Quality Assurance Process
The Testing Process for MatrixCare

Owner: Nancy Verba
Last Updated: 07/12/2013

Preface

Previously Approved Versions of this Document
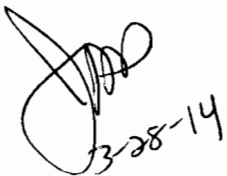
Date	Version	Description	Approved by
3/4/2005	2.0	Revised	Lori Reid
12/28/05	2.1	Updated	Lori Reid
10/2/2006	3.0	Revised	Lori Reid
09/28/2007	4.0	Overdue update	Andrea Gormley
01/28/2008	4.1	Added Section 8	Andrea Gormley
05/02/2011	4.2	Updated company name and automation testing section	Christy Boehr
11/21/2011	4.3	Removed automation testing section and integration testing to be clear on what we are doing	Amy Ostrem
05/21/2013	6.1	Updated MatrixCare name; overall review	Nancy Verba
7/12/2013	6.2	Updates to support agile process	Nancy Verba

3-08-14

Table of Contents

1 Overview – What is the Testing Process?

1.1 Process Owner

The Director of MatrixCare Development owns the process described by this document.

Any process change requests should be directed to that person.

1.2 Audience

This document applies to everyone at MDI Achieve who participates in or interacts in any aspect of the process of testing software. In particular, this applies to the majority of those who participate in the MatrixCare development processes.

1.3 Related Documentation

This document is part of a set of documents that define the Software Development Process. These documents are located on SharePoint.

The following documents are a prerequisite to understanding the material presented in the current document:

MatrixCare Software Development Lifecycle

This document provides an overview of the entire process within the development team.

MatrixCare Development Process

This PowerPoint visually describes the inputs and process for external facing teams and the internal facing development team. This presentation also includes efix criteria.

2 Testing

Testing is an organized process of identifying discrepancies, i.e. the variance between actual vs. expected results from the use of the system. The objective of testing is to systematically uncover errors with minimum time and effort.

Testing is not a process that begins when code to be tested is delivered. A test process requires good planning and preparation before results can be measured. Test preparation should start early in the development or maintenance process. This means that as soon as application requirements are being discussed and documented, thought on what needs to be tested begins as well.

Test results are captured during the execution of a test. These results are used as input for evaluating the overall testing effort and are used for determining the risks involved in releasing the application under test.

3 Test Planning

- Test preparation starts early in the development or maintenance process – as soon as application requirements are being discussed and documented.

- Test planning and design will involve input from others. Input will be gathered from Product Managers (PM), Business Analysts (BA), and Developers.

- Test planning helps to build quality into the system.

- Test planning and design throughout the software development cycle also ensures all team members have the same understanding of what is being built and how it will be validated.

4 Phases of testing

The test phases defined below generally apply to all release vehicles – emergency fixes, maintenance updates, and general releases. Although they are geared towards general releases, there are slight modifications of each that would relate to emergency fixes and maintenance updates.

4.1 Unit Testing

Unit testing focuses on a relatively small segment of code and exercises a high percentage of internal paths of a program.

Unit Test Phase Owner

- The author of the code typically performs the unit test

4.2 Functional Testing

Once the individual components have been compiled into a build and the build is successfully applied, we are ready for the Functional Testing phase. Functional tests verify that the coding changes meet the requirements and design specified for the project.

Functional Test Phase Entry Criteria

- Completion of the functional test cases

Functional Test Phase Exit Criteria

- All included tests have been executed at least once

- All known defects have been documented

- All defects to be addressed have been satisfactorily resolved and retested

- No known defects with status of Blocker or Critical exist (or Majors if designated by the Project team). For defects, the BA responsible for the project will make the final fix/no-fix determination, with input from PM, Dev, and QA.

Functional Test Phase Owner

- The QA team is responsible for the planning and execution of the functional test cases.

4.3 Regression Testing

Regression testing is the final phase of testing the product before it is released to the end users. It verifies the operation of the system as a whole and verifies that previously approved functionality still works correctly.

Regression Test Phase Entry Criteria

- All coding changes for the release are QA Approved (all test cases have been executed, the agreed upon JIRAs are closed for the release, and no known defects with status of Blocker or Critical exist).

- The Regression Test Plan and test cases have been created for the release.

Regression Test Phase Exit Criteria

- All included tests have been executed at least once

- All defects to be addressed have been satisfactorily resolved

Regression Test Phase Owner

- The QA team is responsible for the planning and execution of the regression test, with possible assistance from other teams.

5   Testing Standards

This section identifies and describes all guidelines and standards to be used in the planning, design, implementation, execution, and evaluation activities throughout the test phases.

5.1   Test Case Standards

A test case is a written specification describing how a business or system requirement will be tested. It consists of a description of one or more conditions/scenarios of the requirement, the data that will be used for the test, and the expected results of the test. Pass/Fail results of the test are subsequently recorded when the test is complete.

There are three major components that should be included in a test case: test description, input data, and expected results.

Description -- Each test case will identify a scenario that will be tested. The test description (scenario) will be tied back to a specific requirement.

Input Data – When data is being tested, the input data needed to test the scenario is described to specifically include what values need to exist in the database to test the condition. In addition to defining the input data for each condition, the set-up data and/or transactions need to be defined.

Expected Results -- Each scenario must have a single definable and measurable result.

Each test case document is based around business processes versus around a particular defect/issue. This will allow the documents to be reused.

See the Test Case Storage section for details on where to store and locate test cases.

See the Naming Convention Standards section for further details on how to name your test case documents.

Each procedure step (within the test case document) must have the action to be taken, expected result of the taken action, and indication of whether the test procedure step passed or failed.

The test case document template can be found in the following location out on the network: http://spps/internal/Documents/MatrixCare_Development/QA/Testing%20Process%20Documents/Process%20Test%20Case%20Template.xls

Abbreviations currently being used in MatrixCare work and test cases:

MatrixCare Abbreviation	Application / Meaning
AL	Assisted Living
AR, A/R	Accounts Receivable, resident billing
Cen	Census
Cert	Certifications
Coll	Collections
Corp	Corporation
CP	Care Plans
Docs	Upload Documents / Incoming Faxes
EE	Enterprise Edition
eMAR	Electronic Medication Administration Record
eScribing	Electronic order transmission
Fac	Facility
FE	Functional Evaluation
HP, H&P	History & Physical
Maint	Maintenance Tab
O/E, OE, O&E	Observations & Events
PN	Progress Notes
PO	Physician Orders
POC	Point of Care
Prov	Provider
PV	Physician Visit
Res	Resident
RT	Resident Trust
VS	Vital Signs

5.2 MatrixCare Test Case Storage

All manual test case documents will be kept in SharePoint. The following is a link to the MatrixCare Test Case Library:
http://spps/internal/documents/MatrixCare_Development/QA/Test%20Cases

Instructions on how to use SharePoint:

http://spps/Internal/Documents/Process-SubProcess_Information/PMO/Tool%20Tips/How%20To%20Check%20out%20&%20Publish%20on%20Sharepoint.doc

6   Estimating/Testing Approach

Accurate testing estimates are needed to properly schedule project plans.

The following should be considered when defining the testing approach for Work Requests and JIRAs:

   a.   What are the problems being addressed?

      i. For each problem, identify the areas that are affected by the problem itself within the primary application.
     ii. Identify areas in other areas of the application that may be affected by the problem(s).
   iii. Identify the areas that are affected by changes being proposed. Look for areas of potential regression.
  b. Work with Project Team to:
      i. Identify scenarios surrounding the problem(s) identified in the Work Request
     ii. Identify risks with solutions proposed
   iii. Identify scenarios surrounding solutions proposed
  c. Review Test Case Library
      i. Identify existing test cases related to problems and risks identified in #1 and #2.
     ii. Identify additional test cases that will need to be written to cover testing efforts.
  d. If having difficulty determining estimate, work with team leader.

The following document provides additional information on estimating:

http://spps/internal/Documents/MatrixCare_Development/QA/Testing%20Process%20Documents/QA_EstimatingGuidelines.doc

7   Defect Management Guidelines

A defect is a product anomaly, or flaw. Defects include such things as omissions and imperfections found during early life-cycle phases, and/or symptoms (flaws) or faults contained in software that is in either test or operation. Defects may also include deviations from expectation/design specifications.

Defect documentation can come from many different sources. Some of those sources include: Client Support, Client Ed, Quality Assurance, Product Management, Developers, etc. Issues coming in to Client Support are tracked through a tool call HEAT. These issues are reviewed by PM/BA and, if they are something we will address and fix, a Work Request or JIRA is generated. Once the Work Request or JIRA has been authorized for inclusion into a release the development cycle begins.

All defects found during the development cycle will be entered into the defect tracking tool. For MatrixCare testing, JIRA is the tool of use. When a defect is found during testing, the testers will enter the defect into JIRA and consult with the developer and BA to verify the severity and the next steps for this defect.

Development Life Cycle:
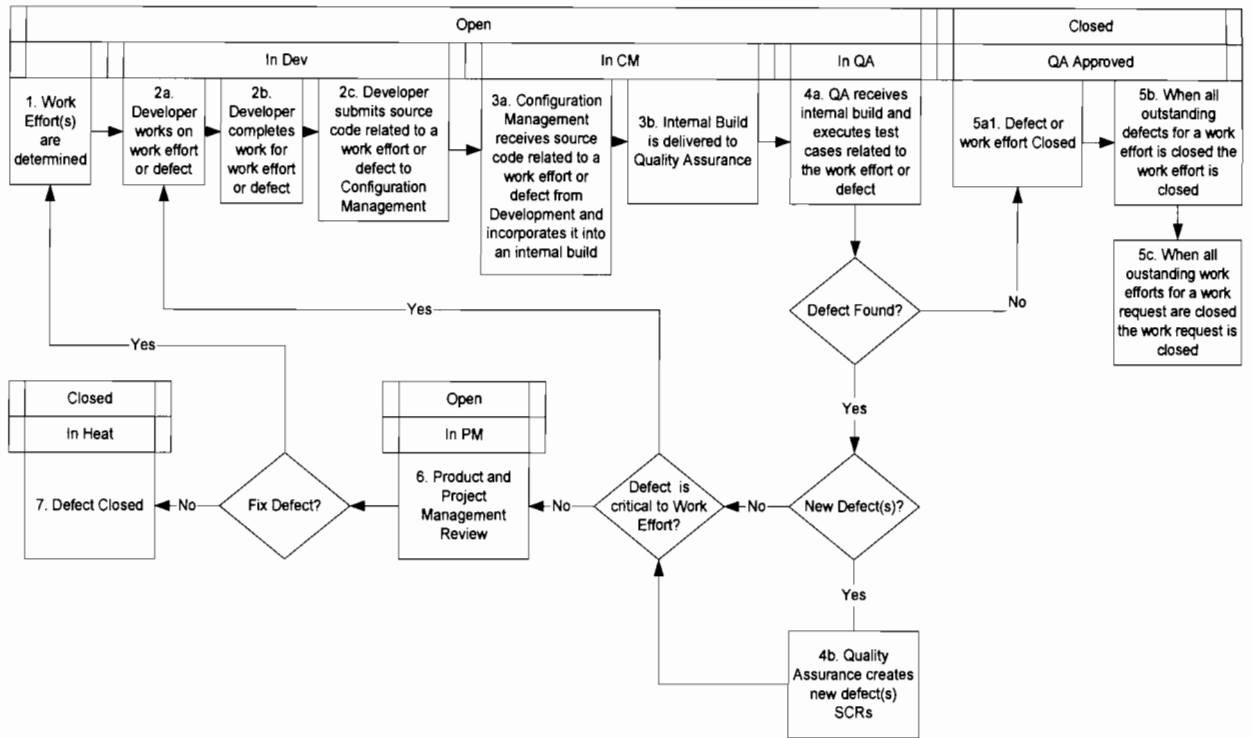
7.1 Project Abbreviations in Jira:

Jira Abbreviation	Used For
ARCH	Architecture-related items
AL	Assisted Living
BI	Business Intelligence
CLINICALS	Resident-care functions such as Orders, Vitals, Progress Notes, Care Plans, etc.
ESB	Data exports/imports, CCD
CORE	Functions that cross applications or disciplines. For example: Resident Messages, Facility Layout, Corporate Configuration, page logos.
MATRIXAR	Accounts Receivable, resident billing
ELRN	eLearning
ESCRIBE	eScribing (electronic transmission of prescriptions to pharmacies)
HELP	On-line help
MDS	MDS
TOOLS	Tools, conversions
MATRIXTRUST	Resident Trust Fund

7.2 Defect Status Definition for Jira

- **Open** – the Developer is not yet working on the item
- **In Progress** – a Developer is actively working on the item
- **Reopened** – reassigned to a Developer
- **Dev Complete** – the Developer is awaiting BA review before check-in
- **Resolved** – the BA has approved the work; the work is checked in and waiting for a QA environment build
- **In Test** - ready to be tested
- **Closed** – QA approved

7.2 Entering Defect Information

Defect tracking is an important part of the software testing effort. The defect form allows the team to keep track of a variety of information about reported issues/items.

Information to include when entering a defect:

- Thorough explanation of the problem
- Steps to recreate the scenario that caused the problem
- Actual and expected results
- Server and database, along with facility used when problem found
- Version of the software problem found

Review the following documents for instructions on how to use JIRA:

http://spps/internal/documents/MatrixCare_Development/QA/Testing%20Process%20Documents/ JIRA how to.doc

7.3 Defect Severity

Severity is a measure of the impact a defect has on the product itself or on the client. The severity should be set by the person entering the defect and reviewed/verified by the Project or Product Manager.

- **Blocker** – critical system functionality is not working. There is no work-around for this situation and/or is causing significant blocks to the execution of a number of test cases
- **Critical** – critical functionality fails but a work around exists.
- **Major** – functionality is not working as designed. Work around exists but it is not ideal to release the product with the issue
- **Minor** – small loss of functionality. Plausible work around exists.
- **Trivial** – cosmetic defect such as a spelling error.
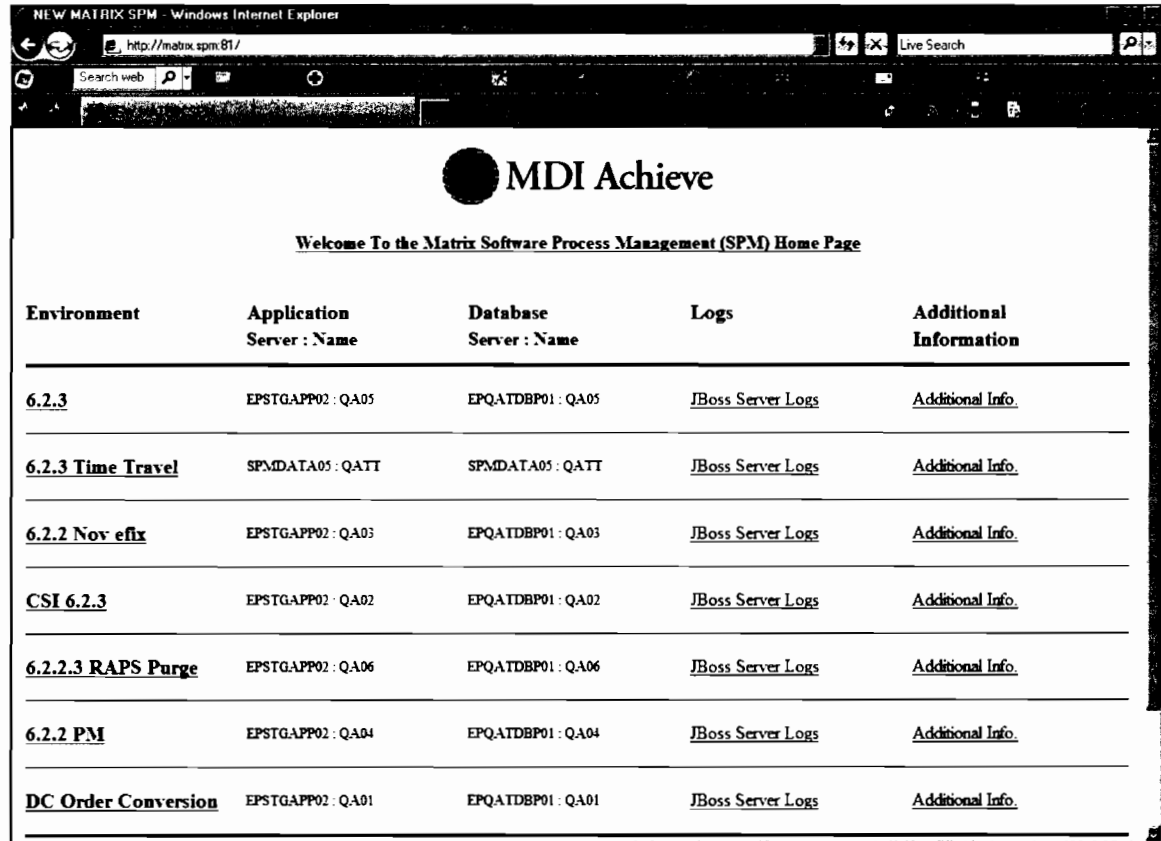
3-28-14

8 MatrixCare Test Environments

8.1 Accessing the Test Environments

The following link takes you to the SPM page which show and include links to the available testing environments. http://matrix.spm:81/.

The link of the environment name will direct the user to the login page for that environment.
Logs for each environment can be accessed via the JBoss Server Logs link.
The Additional Info link includes info such as the last build, the build schedule for this environment, the branch, and a brief description of how the environment is used.

MDI Achieve

Welcome To the Matrix Software Process Management (SPM) Home Page

Environment	Application Server : Name	Database Server : Name	Logs	Additional Information
6.2.3	EPSTGAPP02 : QA05	EPQATDBP01 : QA05	JBoss Server Logs	Additional Info.
6.2.3 Time Travel	SPMDATA05 : QATT	SPMDATA05 : QATT	JBoss Server Logs	Additional Info.
6.2.2 Nov efix	EPSTGAPP02 : QA03	EPQATDBP01 : QA03	JBoss Server Logs	Additional Info.
CSI 6.2.3	EPSTGAPP02 : QA02	EPQATDBP01 : QA02	JBoss Server Logs	Additional Info.
6.2.2.3 RAPS Purge	EPSTGAPP02 : QA06	EPQATDBP01 : QA06	JBoss Server Logs	Additional Info.
6.2.2 PM	EPSTGAPP02 : QA04	EPQATDBP01 : QA04	JBoss Server Logs	Additional Info.
DC Order Conversion	EPSTGAPP02 : QA01	EPQATDBP01 : QA01	JBoss Server Logs	Additional Info.

8.2 Test Environment Definitions

1. **<Current release in-process> PM** – Product Management / BA own this environment. It is used for internal training and Demos. Requests for upgrading this environment will come from the Product Management team. This environment receives builds by request only, so that trainings and presentations are not interrupted.

All other environments are owned by QA with the support of 3_SPM:

2. **<Current production release> efix** – efix testing . The environment is kept at current production level when an efix is not being worked.
3. **<Upcoming major release>** (aka Head)– QA uses this environment to test items in the upcoming/future release

4. **<Previous production release>** – for traceability, we like to have access to the current release and the previous production release.
5. **TT (Time Travel)** – QA often needs the time travel environment to test items that take effect on a future date. This gives us the flexibility to change server dates/times as needed.
6. **Other** – there are often times when other environments are necessary. (For example, large work efforts that begin prior to completing a release but that will be going to clients in a future release. This type of environment is named a "preview" environment. This code is eventually merged into the main code line.)

8.3   *Maintaining the Test Environments*

With the exception of the PM environment, QA directs any changes made to test environments. Test environment maintenance is the responsibility of Software Process Management (SPM) Team.

Any build requests, date changes, configuration changes need to be sent via email request to the following email group: '3_SPM' and CC'd to '3_Matrix_QA Builds'.

Any issues with the environments (reports not running, environment slow, environment crash, etc…) must also be communicated via an email to '3_SPM' and CC'd to '3_Matrix_QA Builds'.

Matrix Packages

Category	Feature	SELECT	EHR	EHR ELITE
Clinical	Core Census	●	●	●
	MDS with Reimbursement Optimization and Query	●	●	●
	Care Plans with Template Library	●	●	●
	Point of Care CNAs		●	●
	Vitals		●	●
	Progress Notes		●	●
	User Defined Assessments, Library of Observations and Events		●	●
	Clinical Resident Documents		●	●
	Physician Visit Scheduler		●	●
	Physician H&P		●	●
	Physician Certifications (Medicare)		●	●
	Physician and Nursing Orders		●	●
	Medicare Part D Eligibility Checking			●
	eScribing Pharmacy Interface			●
	eMAR and eTAR			●
Financial	Accounts Receivable	●	●	●
	Medicare and Medicaid Electronic Claims Submission and Electronic Remittance Advice	●	●	●
	Third Party Electronic Claims Submission	●	●	●
	Accounts Payable and General Ledger (MDIA)			●
Standard Interfaces, Exports, Imports	ADT Export from Matrix Census (Standard)	●	●	●
	Ancillary Charge Import into Matrix Accounts Receivable (XML or TXT)	●	●	●
	General Ledger Export from Matrix Accounts Receivable (Standard)	●	●	●
	Casamba Interface with Matrix ADT, MDS			●
	RehabOptima Interface with Matrix ADT, MDS			●
	CareTracker Interface with Matrix ADT, MDS			●
	TeamTSI Interface with Matrix MDS			●
	CareWatch Interface with Matrix MDS			●
	ADT Interface from Matrix Census (HL7)			●
	Custom Interfaces			●
	General Ledger Export from Matrix Accounts Receivable (Custom)			●
Reporting & Analytics	Matrix Enterprise Edition	●	●	●
	Matrix Business Intelligence (PowerCube)			●
Marketing	Marketing and Pre-Admission Tools (REPS)			●
	Readmission Tracking			●

ATTACHMENT 9

3-28-14

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 MDI Achieve, Inc., a(n) Delaware corporation, is authorized to transact

business in New Hampshire and qualified on October 24, 2013. I further certify that all

fees required by the Secretary of State's office have been received.
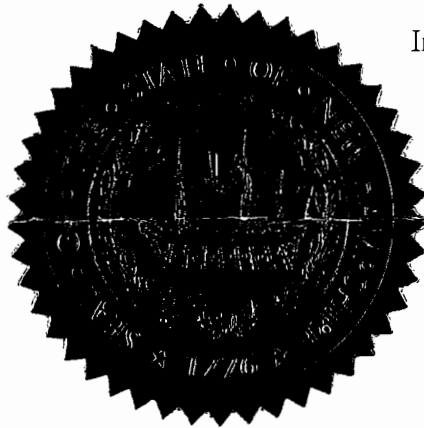
In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October, A.D. 2013

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation with Seal)

I, __James Evans_____, _____CFO_____ of the
   (Corporation Representative Name)   (Corporation Representative Title)

__MDI Achieve, Inc._____, do hereby certify that:
    (Corporation Name)

(1) I am the duly elected and acting _____CFO_____ of the
                             (Corporation Representative Title)

_____MDI Achieve _____, a _____Delaware_____ corporation
(the "Corporation");
    (Corporation Name)   (State of Incorporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

__Delaware_____ law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance by the Corporation of certain ____software_____ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

_____John Damgaard_____ President Name

_____ Vice President Name

_____ Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the _____*C F O*_____

(Title)

of the Corporation and have affixed its corporate seal this _28_ day of _March_, 20_14_

_____*James Evans*_____ *CFO*

(Title)

(Seal)

STATE OF __MN__

COUNTY OF __Hennepin__

On this the _28_ day of _March_ 20_14_, before me, __KAMI SANDERS__, the undersigned officer,

personally appeared __JAMES EVANS__, who acknowledge her/himself to be the

____*CFO*____, of __MDI ACHIEVE, INC__, a corporation, and that
she/he, as
(Title)   (Name of Corporation)

such ____*CFO*____ being authorized to do so, executed the foregoing instrument for the
(Title)

purposes therein contained, by signing the name of the corporation by her/himself as

__JAMES EVANS, CFO__

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

KAMI KAY SANDERS
Notary Public-Minnesota
My Commission Expires Jan 31, 2015
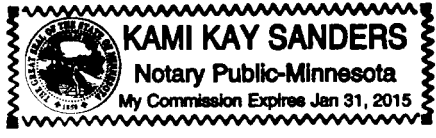
_____
Notary Public/Justice of the Peace

My Commission expires: _1/31/2015_

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2014

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

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

PRODUCER	CONTACT NAME:		
Ahmann-Martin 7555 Market Place Drive Eden Praire MN 55344	PHONE (A/C, No, Ext): 952-947-9700		FAX (A/C, No): 952-947-9793
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED MDI Achieve, Inc. 10900 Hampshire Ave South #100 Bloomington MN 55438	INSURER A : Travelers Indemnity Company	25658
	INSURER B : Travelers Prop. Cas Co of Amer	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 1420203775   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	6302184L56A	7/1/2013	7/1/2014	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	BA2184L56A	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HJ-UB-468M358-4-13	7/1/2013	7/1/2014	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Technology E&O Incl Network & Information Security Liability (Cyber)	Y		ZPL-14S13804	7/1/2013	7/1/2014	$1,000,000 Each Act $1,000,000 Aggregate	

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

"ADDL INSR" and "SUBR WVD" boxes checked above are included if required by written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE *Richard J Ahmann III*

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