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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL

Lori A. Shibleyette  
Commissioner  
  
Heather M. Moquin  
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 4, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Order 2020-05, 2020-08, and 2020-09, Governor Sununu has authorized the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Netsmart Technologies, Inc. (Vendor #163804), Overland Park, KS, for the purchase of two additional Pyxis medication dispensing machines, by increasing the price limitation by \$162,760 from \$4,740,477 to \$4,903,237 with no change to the contract completion date of November 30, 2021, effective retroactive to April 1, 2020. 34% General Funds. 66% Other Funds (Agency Fees and Intra-Agency Transfers).

The original contract was approved by Governor and Council on November 4, 2015, (Item #9) and subsequently amended with Governor and Council approval on December 21, 2016, (Item #24), on June 21, 2017, (Item #39), on June 20, 2018, (Item #36A), on June 05, 2019, (Item #22), and on October 23, 2019 (Item #14).

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This item is **Retroactive** because the Department needed to obtain two (2) additional Pyxis medication dispensing machines to be able to rapidly respond to a potential COVID-19 Pandemic bed surge. The additional two (2) Pyxis medication dispensing machines have allowed the Department to operationalize Units F and T at New Hampshire Hospital. The machines will allow for additional beds to be added to the gym in the hospital, T unit and E unit, if a future surge necessitates such actions. This item is **Sole Source** because of the proprietary nature of the contract. Netsmart Technologies is the only vendor able to perform the scope of services and integrate multiple software products with Netsmart products.

The Pyxis system is an automated dispensing machine that integrates with the current Electronic Health Records System. New Hampshire Hospital currently utilizes the following Netsmart Avatar Products: Practice Management (Scheduling and Billing); Client Fund

Management (Patient Banking); Clinical Work Stations; Document Imaging Services; and RxConnect (Medication Management Software).

The Pyxis machines are successfully deployed on all other units at New Hampshire Hospital, which has resulted in the ability to centralize all medication records with the clinical history of the patient. Use of the Pyxis machines also increases the security of medications on the units, which mitigates the possibility of drug diversion.

Area served: Statewide

Source of Funds: 34% General Funds. 66% Other Funds (Agency Fees and Intra-Agency Transfers).

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

Respectfully submitted,

  
for Lori A. Shibinette  
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/doiit](http://www.nh.gov/doiit)

Denis Goulet  
Commissioner

May 20, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source agreement with Netsmart Technologies, Inc. of Overland Park, KS as described below and referenced as DoIT No. 2016-032F.

This is a retroactive request because DHHS needed to obtain necessary medical equipment in order to rapidly respond to a potential COVID-19 Pandemic bed surge. The amendment adds two (2) I Pyxis medication dispensing machines in order to operationalize the Units F and T at New Hampshire Hospital. Due to the COVID-19 pandemic, additional beds could potentially be added to the hospital in the gym, T unit and E unit.

This amendment will increase the price limitation by \$162,760 from \$4,740,477 to \$4,903,237 with no change to the contract completion date of November 30, 2021, effective retroactive to April 1, 2020.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/ik  
DoIT #2016-032F  
cc: Michael Williams, IT Manager, DoIT



**State of New Hampshire  
Department of Health and Human Services  
Amendment #6 to the New Hampshire Hospital –  
Software & Services Contract**

This 6th Amendment to the New Hampshire Hospital – Software & Services contract (hereinafter referred to as "Amendment #6") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Netsmart Technologies, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 4950 College Boulevard, Overland Park, Kansas, 66212.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 4, 2015, (Item #9), (hereinafter referred to as "Contract"), as amended on December 21, 2016, (Item #24), as amended on June 21, 2017 (Item #39), as amended on June 20, 2018 (Item #36A), June 5, 2019 (Item #22), and October 23, 2019 (Item #14) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,903,237.
2. Delete and replace Section 2, Consolidated Extended Maintenance and Support Table, referenced in Amendment #5, with the following:

**2. Consolidated Extended Maintenance and Support Table**

Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, Amendment #2, Amendment #3, Amendment #4, Amendment #5, and Amendment #6. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one-time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 – November 30, 2021 to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.

Netsmart Cloud Hosting annual fees were added for two years during the state fiscal years 07/2018-06/2019 and 07/2019-06/2020 respectively.

3. Delete and replace Table 1 - Change Order Funds to Contract #2016-032, Part 3, Exhibit B, Section 9 (originally Section 7 prior to Amendment #4), Change Orders with the following:

Deliverable	Projected Delivery Date	Amount
1 Change Orders (RxConnect or Document Imaging)	As needed	\$10,000
2 Change Orders (Pyxis Implementation – Amendment #1)	As needed	\$20,000
3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment #2) *	As needed	\$148,200

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital – Software & Services**



4	Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment #3)	As needed	\$100,000
5	Change Orders (Pyxis Implementation – Amendment #4)	As needed	\$76,380.15
6	Change Orders (License Renewal – Amendment #5)	As needed	\$628,195
7	Change Orders (Pyxis Implementation – Amendment #6)	As needed	\$162,760
<b>TOTAL</b>			<b>\$1,145,535.15</b>

\*Deliverable 3: A maximum of 780 hours can be consumed for System Configuration and Report Writing Services – Amendment 2).

4. Add Line 27 and Totals line for Amendment #6 to Section 14, Consolidated Extended Maintenance and Support Table, Table 1, to read:

Table 1

Purchased on Contract #2016-032 Amendment #6						
27	Carefusion Pyxis 4000 Automated Dispensing Machines – Amendment #4	\$0.00	\$0.00	\$24,414	\$97,656	\$40,690
<b>Totals</b>		<b>\$525,317.82</b>	<b>\$785,432.56</b>	<b>\$776,803.53</b>	<b>\$880,751.59</b>	<b>\$380,209.33</b>

5. Delete and replace Part 3, Exhibit B Price and Payment Schedule, Section 1, Deliverable Payment Schedule, Contract Grand Total, with:

<b>CONTRACT GRAND TOTAL:</b>	Segment 1:	\$1,133,385.44
	Segment 2:	\$464,384.91
	Segment 3:	\$132,375.95
	Segment 4:	\$1,343,341.92
	Segment 5:	\$47,730.00
	Segment 6:	\$207,284.00
	Change Orders (Original Contract):	\$10,000.00
	Change Orders (Amendment 1):	\$20,000.00
	Change Orders (Amendment 2):	\$148,200.00
	Change Orders (Amendment 3):	\$100,000.00
	Change Orders (Amendment 4):	\$76,380.15
	Change Orders (Amendment 5):	\$628,195
	Change Orders (Amendment 6)	\$162,760
	Retroactive Maintenance & Support (7/16 – 11/16)	\$121,864.69

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital – Software & Services**



	Hosting Services:	\$640,348.80
	Removal of Annual Intersystems Cache support fees for the period 01/01/2019 – 11/30/2021*	(\$333,013.67)
	<b>Contract Total:</b>	<b>\$4,903,237</b>

6. Delete Amendment #5, Schedule A, Paragraph 1, and replace with Amendment #6, Schedule A, Paragraph 1, to read:

**Paragraph 1:**

The terms of this Schedule A apply to the CareFusion Solutions, LLC ("CareFusion") will be providing services in relation to the CareFusion Products as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and CareFusion and that Netsmart shall remain wholly responsible for the performance of the entire agreement in accordance with Section 15.2 (Assignment, Delegation, and Subcontracts) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.

Parties are amending this contract for the purchase and installation of two (2) additional Pyxis machines which shall be integrated into the network by the Contractor.

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital – Software & Services**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #6 remain in full force and effect. This amendment shall be effective retroactively to April 1, 2020 upon the Governor's approval issued under the Executive Order 2020-04.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/27/2020  
Date

Heather M. Moynihan  
Name: Heather M. Moynihan  
Title: CEO

Netsmart Technologies, Inc.

5/26/2020  
Date

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

**New Hampshire Department of Health and Human Services  
New Hampshire Hospital – Software & Services**



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

OFFICE OF THE ATTORNEY GENERAL

5/30/20  
Date

*Is/Christen Lavers*  
Name:  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04.

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



# State of New Hampshire

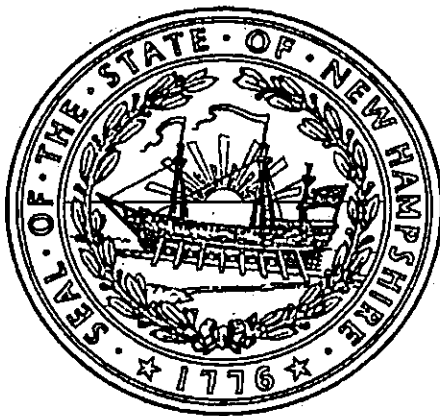
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NETSMART TECHNOLOGIES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 02, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 622873

Certificate Number: 0004921553



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of May A.D. 2020.

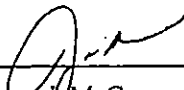
A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF AUTHORITY  
(Corporation under Seal)

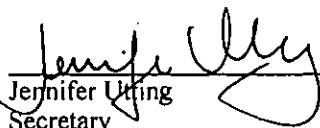
I, Jennifer Utting, do hereby represent and certify that:

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 26th day of May, 2020.

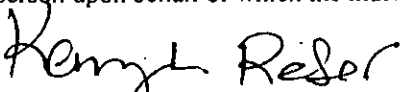
  
\_\_\_\_\_  
Jennifer Utting  
Secretary  
Netsmart Technologies, Inc.

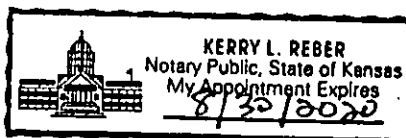
(SEAL)

State of Kansas

County of Johnson ss:

On the \_\_\_ day of May in the year 2020 before me, the undersigned, a notary public in and for said state and county, personally appeared Jennifer Utting, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **11/12/2019**  
 11/11/2020

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

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

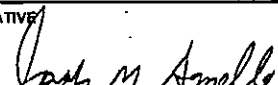
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> PHONE (A/C. No. Ex.): _____ FAX (A/C. No.): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> 1358708 NETSMART, INC NETSMART TECHNOLOGIES, INC. 4950 COLLEGE BOULEVARD OVERLAND PARK KS 66211	<b>INSURER A:</b> Great Northern Insurance Company	20303
	<b>INSURER B:</b> Chubb Indemnity Insurance Company	12777
	<b>INSURER C:</b> Federal Insurance Company	20281
	<b>INSURER D:</b> Columbia Casualty Company	31127
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: 12281797 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADD. INDS-VENDORS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	36057105	11/11/2019	11/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	73612093	11/11/2019	11/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	78181817	11/11/2019	11/11/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71776677	11/11/2019	11/11/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	TECHNOLOGY ERRORS AND OMISSIONS CYBER SECURITY	N	N	652167950	11/11/2019	11/11/2020	\$3,000,000 AGGREGATE; ADD'L TERMS AND CONDITIONS APPLY

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

<b>CERTIFICATE HOLDER</b> 12281797 STATE OF NEW HAMPSHIRE DEPT. OF HEALTH AND HUMAN SERVICES ATTN: OFFICE OF THE COMMISSIONER 129 PLEASANT STREET CONCORD NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
NEW HAMPSHIRE HOSPITAL**

Jeffrey A. Meyers  
Commissioner  
  
Lori A. Shibanette  
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

September 26, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital to enter into **retroactive sole source amendment to an existing agreement** with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software, system hosting and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$628,195 from \$4,112,282 to \$4,740,477 and with no change to the contract completion date of November 30, 2021, effective retroactive to June 30, 2019 upon Governor and Executive Council approval. Funds are 100% Agency Other Funds.

The Governor and Executive Council approved the original agreement on November 4, 2015 (Item #9) and amended on December 21, 2016 (Item #24), June 21, 2017 (Item #39), June 20, 2018 (Item #36A) and June 05, 2019 (Item #22).

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years (SFY) 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**05-95-94-940030-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	034/500099	Major IT Systems	\$420,415	\$0	\$420,415
		<u>Sub Total</u>	\$420,415	\$0	\$420,415

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**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS 100% Other Agency Funds (DHHS Class 027 - 56% General Funds and 44% Federal Funds) Activity Code 03950208**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology Software	\$183,039	\$0	\$183,039
2018	038/509038	Technology Software	\$1,202,124	\$0	\$1,202,124
2019	038/509038	Technology Software	\$402,985	\$0	\$402,985
2020	038/509038	Technology Software	\$539,483	\$44,084	\$583,567
2021	038/509038	Technology Software	\$354,166	\$258,560	\$612,726
2022	038/509038	Technology Software	\$154,948	\$177,690	\$332,638
		<u>Sub Total</u>	\$2,836,745	\$480,334	\$3,317,079

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS 100% Other Agency Funds (DHHS Class 027 - 56% General Funds and 44% Federal Funds) Activity Code 03950208**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	046-500465	IT Consulting Services	\$0	\$147,861	\$147,861
		<u>Sub Total</u>	\$0	\$147,861	\$147,861

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES; DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases,	\$69,427	\$0	\$69,427

		Other than State			
2018	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$169,242	\$0	\$169,242
2020	022/500257	Rents, Leases, Other than State	\$182,335	\$0	\$182,335
2021	022/500257	Rents, Leases, Other than State	\$182,335	\$0	\$182,335
2022	022/500257	Rents, Leases, Other than State	\$75,973	\$0	\$75,973
		<u>Sub Total</u>	\$835,460	\$0	\$835,460

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$19,662	\$0	\$19,662
		<u>Sub Total</u>	\$19,662	\$0	\$19,662

<b>CONTRACT TOTAL</b>	<b>\$4,740,477</b>
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**EXPLANATION**

This request is retroactive because of the need to maintain software licenses for Electronic Health Records Practice Management and Billing modules, and additional delays occurred due to the volume of new contract being processed by the Department.

The purpose of this sole source agreement is because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services and integrate multiple software products with Netsmart products.

The Department is requesting authorization to amend the contract for the provision of continued licensing agreements through the duration of the contract. Netsmart has provided the Department with services since 2003; beginning with the myAvatar Electronic Health Record's Practice Management and Billing modules. Over time, the Hospital has adopted various Netsmart solutions and made key upgrades to align with mandatory regulatory requirements. The Department has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond

software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by the Department are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution supports continued Joint Commission accreditation and increase the quality of patient care and coordination.

Should the Governor and Executive Council not authorize this request; the licenses that allow NHH to utilize the Electronic Health Records Practice Management and Billing modules, will not continue to support the software as such and all associated equipment and services would be rendered nonfunctional.

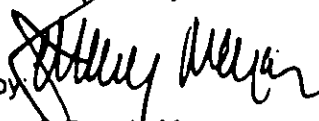
Area served: Statewide.

Source of Funds 100% Agency Other Funds (DHHS class 027 – 56% General Funds and 44% Federal Funds).

Should Federal Funds become not available additional General Funds will not be requested.

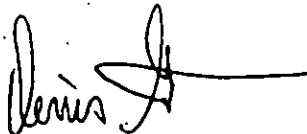
Respectfully submitted,

Approved by:



Jeffrey A. Meyers  
Commissioner  
Department Health & Human Services

Approved by:



Denis Goulet  
Commissioner  
Department of Information Technology



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

**Denis Goulet**  
*Commissioner*

September 18, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a retroactive, sole source amendment with Netsmart Technologies, Inc. of Overland Park, KS, as described below and referenced as DoIT No. 2016-032E.

The purpose of this amendment is for the continued provision of hardware, licensed software, system hosting and professional services as part of the NH Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution.

The funding amount for this amendment is \$628,195.00 increasing the price limitation from \$4,112,282.00 to \$4,740,477.00 with no change to the contract completion date of November 30, 2021, effective retroactive to June 30, 2019 upon Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/IK  
DoIT #2016-032E  
cc: Bruce Smith, IT Manager, DoIT



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5**

This 5<sup>th</sup> Amendment to the New Hampshire Hospital Software & Services contract (hereinafter referred to as "Amendment 5"), is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as "the State" or "Department"), and Netsmart Technologies, Inc. (hereinafter referred to as "the Contractor"), a Delaware corporation with offices at 4950 College Boulevard, Overland Park, Kansas, 66212.

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, on November 4, 2015, (Item #9), (hereinafter referred to as "Contract"), as amended on December 21, 2016, (Item #24), as amended on June 21, 2017 (Item #39), as amended on June 20, 2018 (Item #36A), June 5, 2019 (Item #22) the Contractor agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of certain sums as specified therein; and

WHEREAS, the State and the Contractor have agreed to make changes to the payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Section 18 Amendment, the contract may be modified or amended upon written agreement of both parties, as approved by the Governor and Executive Council; and

WHEREAS, the State and the Contractor agree to increase the contract price limitation by \$628,195 from \$4,112,282 to \$4,740,477 for license renewal to continue service delivery capability to acute psychiatric care patients; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,740,477.
2. The Agreement is further amended as described in Table 1:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

Contract #2016-032 Part 3, Exhibit B Section 9)	AMENDED TEXT																																
Section 9, Change Orders	<p>Delete and replace Table 1- Change Order Funds to Section 9, Change Orders:</p> <p><b>CHANGE ORDERS</b> Table 1 – Change Order Funds</p> <table border="1" data-bbox="532 619 1422 1072"> <thead> <tr> <th></th> <th>Deliverable</th> <th>Projected Delivery Date</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Change Orders (RxConnect or Document Imaging)</td> <td>As needed</td> <td>\$10,000</td> </tr> <tr> <td>2</td> <td>Change Orders (Pyxis Implementation – Amendment 1)</td> <td>As needed</td> <td>\$20,000</td> </tr> <tr> <td>3</td> <td>Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)</td> <td>As needed</td> <td>\$148,200</td> </tr> <tr> <td>4</td> <td>Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)</td> <td>As needed</td> <td>\$100,000</td> </tr> <tr> <td>5</td> <td>Change Orders (Pyxis Implementation – Amendment 4)</td> <td>As needed</td> <td>\$76,380.15</td> </tr> <tr> <td>6</td> <td>Change Orders (License Renewal – Amendment #5)</td> <td>As needed</td> <td>\$628,195</td> </tr> <tr> <td colspan="3">TOTAL:</td> <td>\$982,775.15</td> </tr> </tbody> </table>		Deliverable	Projected Delivery Date	Amount	1	Change Orders (RxConnect or Document Imaging)	As needed	\$10,000	2	Change Orders (Pyxis Implementation – Amendment 1)	As needed	\$20,000	3	Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200	4	Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)	As needed	\$100,000	5	Change Orders (Pyxis Implementation – Amendment 4)	As needed	\$76,380.15	6	Change Orders (License Renewal – Amendment #5)	As needed	\$628,195	TOTAL:			\$982,775.15
	Deliverable	Projected Delivery Date	Amount																														
1	Change Orders (RxConnect or Document Imaging)	As needed	\$10,000																														
2	Change Orders (Pyxis Implementation – Amendment 1)	As needed	\$20,000																														
3	Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200																														
4	Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)	As needed	\$100,000																														
5	Change Orders (Pyxis Implementation – Amendment 4)	As needed	\$76,380.15																														
6	Change Orders (License Renewal – Amendment #5)	As needed	\$628,195																														
TOTAL:			\$982,775.15																														
Contract #2016-032 Part 3, Exhibit B	AMENDED TEXT																																
Section 2, Consolidated Extended Maintenance And Support Table	<p>Delete and replace Section 2, Consolidated Extended Maintenance and Support Table with:</p> <p><b>2. Consolidated Extended Maintenance and Support Table</b> Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, Amendment #2, Amendment #3 and Amendment #4 and Amendment #5. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 – November 30, 2021 to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.</p> <p>Netsmart Cloud Hosting annual fees were added for two years during the state fiscal years 07/2018-06/2019 and 07/2019-06/2020 respectively.</p>																																
Contract #2016-032. Part 3, Exhibit B,	AMENDED TEXT																																

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

Section 1, Deliverable Payment Schedule, Contract Grand Total	Delete and replace Section 1, Deliverable Payment Schedule, Contract Grand Total, with:		
	CONTRACT GRAND TOTAL:	Segment 1:	\$1,133,385.44
		Segment 2:	\$464,384.91
		Segment 3:	\$132,375.95
		Segment 4:	\$1,343,341.82
		Segment 5:	\$47,730.00
		Segment 6:	\$207,284.00
		Change Orders (Original Contract):	\$10,000.00
		Change Orders (Amendment 1):	\$20,000.00
		Change Orders (Amendment 2):	\$148,200.00
		Change Orders (Amendment 3):	\$100,000.00
		Change Orders (Amendment 4):	\$76,380.15
		Change Orders (Amendment 5):	\$628,195
		Retroactive Maintenance & Support (7/16 – 11/16)	\$121,864.89
		Hosting Services:	\$640,348.80
Removal of Annual Intersystems Cache support fees for the period 01/01/2018 – 11/30/2021*	(\$333,013.67)		
	<b>Contract Total:</b>	<b>\$4,740,477</b>	

3. The Agreement is further amended as described in Table 2:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

Contract #2016-032 Part 3, Exhibit B		AMENDED TEXT					
Section 1, Deliverable Payment Schedule, Subsection 1, Software, Licenses, Subscriptions and Maintenance	Delete and replace Part 3, Exhibit B, Section 1 Deliverable Payment Schedule, Subsection 1, Software, Licenses, Subscriptions and Maintenance, with:  Software, Licenses, Subscriptions and Maintenance Table						
		A	B	C	D	E	F
	Item	07/2017 – 06/2018	07/2018 – 06/2019	07/2019 – 06/2020	07/2020 – 06/2021	07/2021 – 11/2021	
	Purchased Prior to Contract # 2016 - 032						
	1	RADplus Named Users (584 Licenses)	\$50,390.03	\$52,909.53	\$55,555.00	\$58,332.75	\$25,520.58
	2	Avatar Clinical Workstation	\$15,315.38	\$16,081.15	\$16,885.21	\$17,729.47	\$7,558.84
	3	Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$84,226.98	\$88,438.33	\$92,880.24	\$97,503.26	\$42,657.87
	4	Avatar Cache Elite Multi-Server, Platform Specific Concurrent (131 Licenses, Final Year Is only 7/2016 – 12/2016)	\$91,091.18	\$47,822.87	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting
	5	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content	\$5,932.65	\$6,229.28	\$6,540.74	\$6,867.78	\$3,004.65
	6	Wiley Libraries	\$3,757.32	\$3,945.19	\$4,142.45	\$4,349.57	\$1,902.84
	7	Ultimelex Suite Subscription	\$4,884.26	\$5,128.48	\$5,384.90	\$5,654.15	\$2,473.69
	8	RXConnect Browser, RXConnect ADM Browser Interface, Crystal Reports Developer Version	\$8,219.38	\$8,630.33	\$9,081.84	\$9,514.93	\$4,182.78
	9	Avatar Electronic Medic Admin Record	\$7,717.50	\$8,103.38	\$8,508.54	\$8,933.97	\$3,908.61
	10	Additional 125 myAvatar RADplus Named Users	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.63	\$11,167.46
	11	Additional 50 Avatar Cache Elite Multi-Server, Platform Specific Concurrent (Final	\$10,080.00	\$5,292.00	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
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	Year is only 7/2016 – 12/2016)					
12	POS and Batch Scanning Powered by Perceptive	\$3,675.00	\$3,858.75	\$4,051.69	\$4,254.27	\$1,881.24
Purchased on Contract #2016-032 Amendment # 1						
13	Carefusion Pyxis 4000 Automated Dispensing Machines – Amendment #1	\$132,540.00	\$132,540.00	\$132,540.00	\$132,540.00	\$55,225.00
Purchased on Purchase Order #1053466						
14	Additional 27 myAvatar RADplus Named Users – Purchase Order #1053488	\$2,846.00	\$4,762.80	\$5,000.94	\$5,250.99	\$2,297.31
15	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content – Increase to base fee	\$188.16	\$197.57	\$207.45	\$217.82	\$90.76
Purchased on Contract #2016-032 Amendment # 2						
16	Additional 123 myAvatar RADplus Named Users	\$20,684.00	\$20,684.00	\$21,697	\$22,782.00	\$9,967.00
17	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content – Increase to base fee	\$1,100.00	\$1,100.00	\$1,155	\$1,213.00	\$531.00
18	RXScan and eMAR Barcode Scanning Subscription – Amendment #2	\$13,320.00	\$13,320.00	\$13,988.00	\$14,685.00	\$8,425.00
19	RXScan and eMAR Barcode Scanning Subscription – (16 Licenses)	N/A	N/A	\$7,246.00	\$7,322.00	\$3,083.00
20	CareConnect Inbox (Includes base fee, in network referral connectors, and Direct Messaging Mailbox) 0 – 1000 Users	\$39,270.00	\$44,982.00	\$44,982.00	\$47,231.00	\$20,684.00
21	CareConnect Connector (CCD Transactions) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00
22	CareConnect Lab Orders (Outbound) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00
23	CareConnect Lab Results (Inbound) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00
Purchased on Contract #2016-032 Amendment #3						
24	Hosting of Avatar Licensed Programs (285	NA	\$237,600.00	\$237,600.00	\$249,480	\$109,148

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5**

	Concurrent Users)						
25	Perceptive Hosting – Disaster Recovery	NA	\$28,274.40	\$28,274.40	\$29,688	\$12,988	
26	RXConnect Hosting – Disaster Recovery	NA	\$23,400.00	\$23,400.00	\$24,570	\$10,750	
	<b>TOTALS</b>		<b>\$785,432.56</b>	<b>\$752,389.53</b>	<b>\$783,095.59</b>	<b>\$326,531.33</b>	

**Contract #2016-032** **AMENDED TEXT**

**Amendment #2 and Amendment #3, Section 14, Consolidated Extended Maintenance and Support Table.**

Delete and replace Amendment #2 and Amendment #3 Section 14 Consolidated Extended Maintenance and Support Table, with:  
**Amendment #5, Section 14 Section 14 Consolidated Extended Maintenance and Support Table.**

	A	B	C	D	E	F
Item	07/2017 – 06/2018	07/2018 – 06/2019	07/2019 – 06/2020	07/2020 – 06/2021	07/2021 – 11/2021	
<b>Purchased Prior to Contract # 2016 - 032</b>						
1	RADplus Named Users (564 Licenses)	\$50,390.03	\$52,909.53	\$55,555.00	\$58,332.75	\$25,520.58
2	Avatar Clinical Workstation	\$15,315.38	\$16,081.15	\$16,885.21	\$17,729.47	\$7,556.64
3	Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$84,226.98	\$88,438.33	\$92,860.24	\$97,503.26	\$42,657.67
4	Avatar Cache Elite Multi-Server, Platform Specific Concurrent (131 Licenses, Final Year Is only 7/2016 – 12/2016)	\$91,091.18	\$47,822.87	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting
5	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content	\$5,932.65	\$6,229.28	\$6,540.74	\$6,867.78	\$3,004.65
6	Wiley Libraries	\$3,757.32	\$3,845.19	\$4,142.45	\$4,349.57	\$1,902.94
7	Ultimedex Suite Subscription	\$4,884.26	\$5,128.48	\$5,384.90	\$5,654.15	\$2,473.69
8	RXConnect Browser, RXConnect ADM Browser Interface, Crystal Reports Developer Version	\$8,219.36	\$8,630.33	\$9,061.84	\$9,514.93	\$4,162.78

Netsmart Technologies, Inc.  
Vendor Initials *JP*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

9	Avatar Electronic Medic Admin Record	\$7,717.50	\$8,103.38	\$8,508.54	\$8,933.97	\$3,908.61
10	Additional 125 myAvatar RADplus Named Users	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.63	\$11,167.46
11	Additional 50 Avatar Cache Elite Multi-Server, Platform Specific Concurrent (Final Year is only 7/2016 – 12/2016)	\$10,080.00	\$5,292.00	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting
12	POS and Batch Scanning Powered by Perceptive	\$3,675.00	\$3,858.75	\$4,051.69	\$4,254.27	\$1,861.24
Purchased on Contract #2016-032 Amendment # 1						
13	Carefusion Pyxis 4000 Automated Dispensing Machines – Amendment #1	\$132,540.00	\$132,540.00	\$132,540.00	\$132,540.00	\$55,225.00
Purchased on Purchase Order #1053466						
14	Additional 27 myAvatar RADplus Named Users – Purchase Order #1053466	\$2,646.00	\$4,762.80	\$5,000.94	\$5,250.99	\$2,297.31
15	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content – increase to base fee	\$188.16	\$197.57	\$207.45	\$217.82	\$90.76
Purchased on Contract #2016-032 Amendment # 2						
16	Additional 123 myAvatar RADplus Named Users	\$20,664.00	\$20,664.00	\$21,697	\$22,782.00	\$9,967.00
17	Diagnosis Content on Demand (DCOD) – ICD10 not utilizing DSM content – increase to base fee	\$1,100.00	\$1,100.00	\$1,155	\$1,213.00	\$531.00
18	RXScan and eMAR Barcode Scanning Subscription – Amendment #2	\$13,320.00	\$13,320.00	\$13,986	\$14,685.00	\$6,425.00
19	RXScan and eMAR Barcode Scanning Subscription – (16 Licenses)	N/A	N/A	\$7,246.00	\$7,322.00	\$3,083.00
20	CareConnect Inbox (Includes base fee, in network referral connectors, and Direct Messaging Mailbox) 0 – 1000 Users	\$39,270.00	\$44,982.00	\$44,982.00	\$47,231.00	\$20,664.00
21	CareConnect Connector (CCD Transactions) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

22	CareConnect Lab Orders (Outbound) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00
23	CareConnect Lab Results (Inbound) 0 – 1000 Users	\$2,750.00	\$3,000.00	\$3,000.00	\$3,150.00	\$1,378.00
Purchased on Contract #2016-032 Amendment #3						
24	Hosting of Avatar Licensed Programs (265 Concurrent Users)	NA	\$237,600.00	\$237,600.00	\$249,480	\$109,148
25	Perceptive Hosting – Disaster Recovery	NA	\$28,274.40	\$28,274.40	\$29,688	\$12,988
26	RXConnect Hosting – Disaster Recovery	NA	\$23,400.00	\$23,400.00	\$24,570	\$10,750
	TOTALS		\$785,432.56	\$752,389.53	\$783,095.59	\$339,519.33

**Contract #2016-032  
Amendment #4,  
Schedule A**

**AMENDED TEXT**

**Paragraph 1:**

Delete Amendment #4, Schedule A, Paragraph 1, and replace with Amendment #5, Schedule A, Paragraph 1, with:

**Paragraph 1:**

The terms of this Schedule A apply to the CareFusion Solutions, LLC ("CareFusion") will be providing services in relation to the CareFusion Products as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and CareFusion, and that Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (*Assignment, Delegation and Subcontracts*) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.

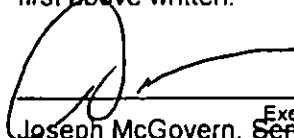
Parties are amending this contract for the purchase and installation of one (1) additional Pyxis machine and shall be integrated into the network by Contractor.



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

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

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

  
\_\_\_\_\_  
Joseph McGovern, ~~Senior Vice President~~  
Executive Vice President  
Netsmart Technologies, Inc.

Date: 8/28/19


Corporate Signature Notarized:

STATE OF New York

COUNTY OF Suffolk

On this the 28th day of August, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

  
Notary Public/Justice of the Peace

My Commission Expires: 5/12/22

(SEAL)

JAMIE GIORDANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01G16303169  
Qualified in Suffolk County  
My Commission Expires 05-12-2022

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #5

State of New Hampshire

  
\_\_\_\_\_

Date: 9/10/19

Jeffrey A. Meyers, Commissioner

State of New Hampshire

Department of Health and Human Services

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

Approved by the Attorney General

  
\_\_\_\_\_

Date: 9/10/19

State of New Hampshire, Department of Justice

CATHERINE PINOS

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

Office of the Secretary of State

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



Jeffrey A. Meyers  
Commissioner

Lori A. Sahlblauette  
Chief Executive Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

22  
mac

April 18, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital to amend a sole source agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software, system hosting and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$76,380 from \$4,035,902 to \$4,112,282 and with no change to the contract completion date of November 30, 2021, effective upon Governor and Executive Council approval. Funds are 20% Federal Funds, 46% Other Funds, and 34% General Funds.

The Governor and Executive Council approved the original agreement on November 4, 2015 (Item #9) and amended on December 21, 2016 (Item #24), June 21, 2017 (Item #39) and June 20, 2018 (Item #36A).

Funds are available in the following accounts in State Fiscal Year (SFY) 2019 and anticipated to be available in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office.

05-95-94-940030-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module (100%General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	034/500099	Major IT Systems	\$420,415	\$0.00	\$420,415
		<u>Sub Total</u>	\$420,415	\$0.00	\$420,415

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT  
 OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY  
 DEPARTMENT OF, IT FOR DHHS (100% Other Funds)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology - Software	\$183,039	\$0.00	\$183,039
2018	038/509038	Technology - Software	\$672,924	\$529,200	\$ 1,202,124
2019	038/509038	Technology - Software	\$402,985	\$0.00	\$402,985
2020	038/509038	Technology - Software	\$539,483	\$0.00	\$539,483
2021	038/509038	Technology - Software	\$354,166	\$0.00	\$354,166
2022	038/509038	Technology - Software	\$154,948	\$0.00	\$154,948
		<b><u>Sub Total</u></b>	<b>\$2,307,545</b>	<b>\$529,200</b>	<b>\$2,836,745</b>

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, MHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAIN#1805NH05ADMIN, CFDA#93.778)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases, Other than State	\$69,427	\$0.00	\$69,427
2018	022/500257	Rents, Leases, Other than State	\$156,148	\$0.00	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$156,148	\$13,094	\$169,242
2020	022/500257	Rents, Leases, Other than State	\$156,148	\$26,187	\$182,335
2021	022/500257	Rents, Leases, Other than State	\$156,147	\$26,187	\$182,335
2022	022/500257	Rents, Leases, Other than State	\$65,061	\$10,912	\$75,973
		<b><u>Sub Total</u></b>	<b>\$759,080</b>	<b>\$76,380</b>	<b>\$835,460</b>

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAIN#1805NH05ADMIN, CFDA#93.778)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$19,662	\$0.00	\$19,662
		<u>Sub Total</u>	\$19,662	\$0.00	\$19,662

<b><u>CONTRACT TOTAL</u></b>	<b>\$4,112,282</b>
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**EXPLANATION**

The purpose of this sole source agreement is because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services and integrate multiple software products with Netsmart products.

The Department is requesting authorization to amend the contract for the addition of one (1) Pyxis medication dispensing machine in order to operationalize the Unit I at New Hampshire Hospital (NHH).

The Pyxis system is an automated dispensing machine which integrates with the current Electronic Medical Records. NHH currently utilizes the following Netsmart Avatar Products: Practice Management (Scheduling and Billing), Client Fund Management (Patient Banking), Clinical Work Stations, Document Imaging Services and RxConnect (medication management software). The Pyxis machines have been successfully deployed on all other units within NHH for services to transition the NHH centralizing all medication records with the clinical history of the patient and increases the security of medication on the units to negate the possibility of drug diversion.

Netsmart has provided the Department with services since 2003; beginning with the myAvatar Electronic Health Record's Practice Management and Billing modules. Over time, the Hospital has adopted various Netsmart solutions and made key upgrades to align with mandatory regulatory requirements. The Department has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by the Department are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution supports continued Joint Commission accreditation and increase the quality of patient care and coordination.

Should the Governor and Executive Council not authorize this request, the additional Pyxis machine will not be in place and functional resulting in delays with opening the new Unit I Wing at New Hampshire Hospital, which would negatively impact the Department's capacity to serve individuals in need of NHH services.

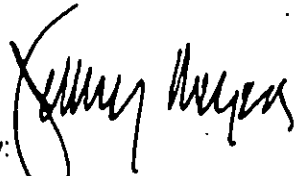
Area served: Statewide.

Source of Funds: \$420,415 - 100% General Funds-Capital Funds, \$2,836,745 - 100% Other Funds; the remainder is 34% General Funds, 46% Other Funds (provider fees) and 20% Federal Funds (FAIN#1805NH05ADMIN, CFDA#93.778).

Should Federal Funds become not available additional General Funds will not be requested.

Respectfully submitted,

Approved by:



Jeffrey A. Meyers  
Commissioner  
Department Health & Human Services

Approved by:



Denis Goulet  
Commissioner  
Department of Information Technology



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

**Denis Goulet**  
Commissioner

April 30, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source agreement with Netsmart Technologies, Inc. of Overland Park, KS and as described below and referenced as DoIT No. 2016-032D.

The purpose of this amendment is for the continued provision of hardware, licenses software, system hosting and professional services which will facilitate the consistency of medication dispensing and security throughout all the of the Acute Psychiatric Services facilities at New Hampshire Hospital.

The funding amount for this amendment is \$76,380.00 increasing the price limitation from \$4,035,902.00 to \$4,112,282.00 with no change to the contract completion date of November 30, 2021, effective upon Governor and Executive Council approval.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2016-032D  
cc: Bruce Smith, IT Manager, DoIT

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

This 4<sup>th</sup> Amendment to the New Hampshire Hospital Software & Services contract (hereinafter referred to as "Amendment 4"), ~~dated November 21, 2016~~, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as "the State" or "Department"), and Netsmart Technologies, Inc. (hereinafter referred to as "the Contractor"), a Delaware corporation with offices at 4950 College Boulevard, Overland Park, Kansas, 66212.

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, on November 4, 2016, (Item #9), (hereinafter referred to as "Contract"), as amended on December 21, 2016, (Item #24), as amended on June 21, 2017 (Item #39), as amended on June 20, 2018 (Item #38A), the Contractor agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of certain sums as specified therein; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Section 18 Amendment, the contract may be modified or amended upon written agreement of both parties, as approved by the Governor and Executive Council; and

WHEREAS, the State and the Contractor agree to increase the contract price limitation by \$76,380 from \$4,035,902 to \$4,112,282 for the addition of one (1) Pyxis medication dispensing machine; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,112,282.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:  
Nathan D. White, Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number to read:  
603-271-9631
4. The Agreement is further amended as described in Table 1:



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

This 4<sup>th</sup> Amendment to the New Hampshire Hospital Software & Services contract (hereinafter referred to as "Amendment 4"), ~~dated November 21, 2016~~, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as "the State" or "Department"), and Netsmart Technologies, Inc. (hereinafter referred to as "the Contractor"), a Delaware corporation with offices at 4950 College Boulevard, Overland Park, Kansas, 66212.

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WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Section 18 Amendment, the contract may be modified or amended upon written agreement of both parties, as approved by the Governor and Executive Council; and

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

Contract #2016-032 Part 2, Section 9	<b>AMENDED TEXT</b>																					
<b>Section 9, Change Orders</b>	<p><b>Delete and replace Section 9, Change Orders and replace with:</b></p> <p>The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contracted Vendor's receipt of a Change Order, the Contracted Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.</p> <p>The Contracted Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contracted Vendor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Health and Human Services, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.</p> <p>All Change Order requests from the Contracted Vendor to the State, and the State Acceptance of the Contracted Vendor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.</p> <p>See Part 3, Exhibit B, Section 7 for Change Order deliverables and funding.</p>																					
Contract #2016-032 Part 3, Exhibit B Section 9	<b>AMENDED TEXT</b>																					
<b>Section 9, Change Orders</b>	<p><b>Add Table 1- Change Order Funds to Section 9, Change Orders:</b></p> <p><b>CHANGE ORDERS</b></p> <p><b>Table 1 – Change Order Funds</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Deliverable</th> <th style="width: 20%;">Projected Delivery Date</th> <th style="width: 20%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1 Change Orders (RuxConnect or Document Imaging)</td> <td>As needed</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>2 Change Orders (Pyxis Implementation – Amendment 1)</td> <td>As needed</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)</td> <td>As needed</td> <td style="text-align: right;">\$148,200</td> </tr> <tr> <td>4 Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)</td> <td>As needed</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td>5 Change Orders (Pyxis Implementation – Amendment 4)</td> <td>As needed</td> <td style="text-align: right;">\$76,380.15</td> </tr> <tr> <td><b>TOTAL:</b></td> <td></td> <td style="text-align: right;"><b>\$354,580.15</b></td> </tr> </tbody> </table> <p>*Deliverable 3: A maximum of 780 hours can be consumed for System Configuration and Report Writing Services – Amendment 2).</p>	Deliverable	Projected Delivery Date	Amount	1 Change Orders (RuxConnect or Document Imaging)	As needed	\$10,000	2 Change Orders (Pyxis Implementation – Amendment 1)	As needed	\$20,000	3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200	4 Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)	As needed	\$100,000	5 Change Orders (Pyxis Implementation – Amendment 4)	As needed	\$76,380.15	<b>TOTAL:</b>		<b>\$354,580.15</b>
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Vendor Initials


STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

Contract #2016-032 Part 3, Exhibit B	<b>AMENDED TEXT</b>																					
Section 2, Consolidated Extended Maintenance And Support Table	<p><b>Delete and Replace Section 2, Consolidated Extended Maintenance and Support Table with:</b></p> <p><b>2. Consolidated Extended Maintenance and Support Table</b>  Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, Amendment #2, Amendment #3 and Amendment #4. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 – November 30, 2021 to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.</p> <p>Netsmart Cloud Hosting annual fees were added for two years during the state fiscal years 07/2018-06/2019 and 07/2019-06/2020 respectively.</p>																					
Contract #2016-032 Part 3, Exhibit B	<b>AMENDED TEXT</b>																					
Section 2, Consolidated Extended Maintenance and Support Table, Table 1	<p><b>Add Line 26 to Section 2, and providing updated Grand Total for each year to Consolidated Extended Maintenance and Support Table, Table 1:</b></p> <p>Table 1</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="7" style="text-align: center; font-size: small;">Purchased on Contract #2016-032 Amendment #4</th> </tr> </thead> <tbody> <tr> <td style="width: 5%; text-align: center;">26</td> <td style="width: 35%;">Carefusion Pyxis 4000 Automated Dispensing Machines – Amendment #4</td> <td style="width: 10%; text-align: right;">\$0.00</td> <td style="width: 10%; text-align: right;">\$13,063.74</td> <td style="width: 10%; text-align: right;">\$28,187.48</td> <td style="width: 10%; text-align: right;">\$28,187.48</td> <td style="width: 10%; text-align: right;">\$10,911.43</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Totals</b></td> <td style="text-align: right;"><b>\$523,317.81</b></td> <td style="text-align: right;"><b>\$79,4526.28</b></td> <td style="text-align: right;"><b>\$734,493.01</b></td> <td style="text-align: right;"><b>\$402,882.07</b></td> <td style="text-align: right;"><b>\$172,840.79</b></td> </tr> </tbody> </table>	Purchased on Contract #2016-032 Amendment #4							26	Carefusion Pyxis 4000 Automated Dispensing Machines – Amendment #4	\$0.00	\$13,063.74	\$28,187.48	\$28,187.48	\$10,911.43	<b>Totals</b>		<b>\$523,317.81</b>	<b>\$79,4526.28</b>	<b>\$734,493.01</b>	<b>\$402,882.07</b>	<b>\$172,840.79</b>
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Contract #2016-032 Part 3, Exhibit B,	<b>AMENDED TEXT</b>																					

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4


Section 1, Deliverable Payment Schedule, Contract Grand Total	Delete and replace Section 1, Deliverable Payment Schedule, Contract Grand Total, with:	
		Segment 1: \$1,133,385.44
		Segment 2: \$464,384.91
		Segment 3: \$132,375.95
		Segment 4: \$1,343,341.92
		Segment 5: \$47,730.00
		Segment 8: \$207,284.00
		Change Orders (Original Contract): \$10,000.00
		Change Orders (Amendment 1): \$20,000.00
		Change Orders (Amendment 2): \$148,200.00
		Change Orders (Amendment 3): \$100,000.00
		Change Orders (Amendment 4): \$78,380.15
		Retroactive Maintenance & Support (7/18 - 11/18) \$121,864.69
		Hosting Services: \$640,348.80
	<b>CONTRACT GRAND TOTAL:</b>	<b>Removal of Annual InterSystems Cache support fees for the period 01/01/2019 - 11/30/2021* (\$333,013.67)</b>
	<b>Contract Total: \$4,112,282.19</b>	

5. The Agreement is further amended as described in Table 2:

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
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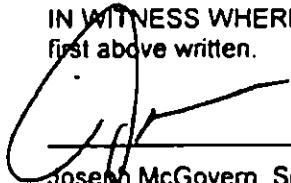
<p>Contract #2016-032  Amendment #1,  Schedule A:</p>	<p>AMENDED TEXT</p>
<p>Paragraph 1:</p>	<p>Delete Amendment #1, Schedule A, Paragraph 1, and replace with Amendment #4, Schedule A, Paragraph 1, with:</p> <p><b>Paragraph 1:</b></p> <p>The terms of this Schedule A apply to the CareFusion Solutions, LLC ("<u>CareFusion</u>") will be providing services in relation to the CareFusion Products as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and CareFusion, and that Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (<i>Assignment, Delegation and Subcontracts</i>) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.</p> <p>Parties are amending this contract for the purchase and installation of one (1) additional Pyxis machine and shall be integrated into the network by Contractor.</p> <p>On date of final payment, November 30, 2021, ownership of all Pyxis machines shall immediately transfer to the Department of Health and Human Services, New Hampshire Hospital.</p>

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Vendor Initials 

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

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

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

  
\_\_\_\_\_  
Joseph McGovern, Senior Vice President  
Netsmart Technologies, Inc.

Date: 4/10/19

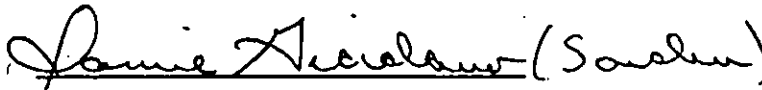
Corporate Signature Notarized:

STATE OF New York

COUNTY OF Suffolk

On this the 10<sup>th</sup> day of April, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: 5/12/22

(SEAL)

JAMIE GIORDANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01G18303169  
Qualified in Suffolk County  
My Commission Expires 05-12-2022

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Vendor Initials



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #4

State of New Hampshire



Date: 4/22/19

Jeffrey A. Meyers, Commissioner

State of New Hampshire

Department of Health and Human Services

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

Approved by the Attorney General



Date: 5/16/2019

State of New Hampshire, Department of Justice

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

Office of the Secretary of State

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



Jeffrey A. Meyers  
Commissioner

Lori A. Shilbette  
Chief Executive Officer

JUN 12 '18 PM 4:36 DAS

MCC  
36A

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

NEW HAMPSHIRE HOSPITAL

35 CLINTON STREET, CONCORD, NH 03301

603-271-5300 1-800-852-3345 Ext. 5300

Fax: 603-271-5395 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 31, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital (NHH) to make a retroactive payment to, and amend a sole source agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software, system hosting and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$529,200 from \$3,506,702 to \$4,035,902, with no change to the contract completion date of November 30, 2021 effective upon Governor and Executive Council approval. 20% Federal Funds, 46% Other Funds and 34% General Funds.

The Governor and Executive Council approved the original agreement on November 4, 2015 (item #9), and subsequent amendments on December 21, 2016 (Item #24), and again on June 21, 2017 (Item # 39).

Funds are available in the following accounts in State Fiscal Year 2018, and are anticipated to be available in State Fiscal Years 2019 through 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.

05-95-94-840030-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module (100% General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
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2018	034/500099	Major IT Systems	\$420,415	\$0	\$420,415
		<i>Sub Total</i>	<i>\$420,415</i>	<i>\$0</i>	<i>\$420,415</i>

01-03-03-030010-7698 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF,  
 INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT  
 FOR DHHS (100% Other Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology - Software	\$183,039		\$183,039
2018	038/509038	Technology - Software	\$672,824	\$529,200	\$ 1,202,124
2019	038/509038	Technology - Software	\$402,885	0	\$402,885
2020	038/509038	Technology - Software	\$539,483	0	\$539,483
2021	038/509038	Technology - Software	\$354,166	0	\$354,166
2022	038/509038	Technology - Software	\$154,948	0	\$154,948
		<i>Sub Total</i>	<i>\$2,307,545</i>	<i>529,200</i>	<i>\$2,836,745</i>

05-05-94-040010-8760 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,  
 HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT  
 (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAIN#1805NH08ADMIN,  
 CFDA#93.778)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases, Other than State	\$69,427	\$0	\$69,427
2018	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2020	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2021	022/500257	Rents, Leases, Other than State	\$156,147	\$0	\$156,147
2022	022/500257	Rents, Leases, Other than State	\$65,061	\$0	\$65,061
		<i>Sub Total</i>	<i>\$759,080</i>	<i>\$0</i>	<i>\$759,080</i>

05-95-84-840010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAJN#1805NH05ADMIN, CFDA#93.778)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$19,662	\$0	\$19,662
		<u>Sub Total</u>	\$19,662	\$0	\$19,662

<b>CONTRACT TOTAL</b>	<b>\$4,035,802</b>
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**EXPLANATION**

The original agreement is sole source, because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services and integrate multiple software products with Netsmart products.

The Department is requesting authorization to amend the contract for services to transition the NHH patient care system from the Department of Information Technology data center to the Netsmart Plexus Cloud. By moving to a hosted environment, we are addressing very serious operational issues with the current system that could affect patient safety. Doing this is the most operationally sound and cost effective way to address the issues because: 1) it is the approach that the vendor is most accustomed to, and will provide contractually guaranteed service levels; and 2) it is more cost effective and less risky than trying to maintain the appropriate staff levels with NetSmart specific skill sets. Having operated the Netsmart electronic health records software suite onsite for fifteen (15) years, the Department has determined that a vendor hosted solution will be a better use of resources and will result in greater reliability, accessibility, security, and better care of the electronic medical record environment.

With the transition to a vendor-hosted solution, the Department will realize the following benefits:

- More reliable system operations and patient care due to the expert staffing provided by Netsmart;
- Ensured 99.9% system availability with 24x7 access to expert administrative support resources;
- Increased budget predictability;
- The highest levels of technology and data security standards;

- Reduced effort required for NHH staff to administer the system, allowing those resources to focus on report development and configuring the system to meet hospital needs; and
- Relieved need for DoIT staff to maintain network server hardware and handle certain system software that is not part of the state standard.

The Department is also requesting authorization to make a retroactive payment to an invoice (#98934 July 1, 2017) for Netsmart software support and maintenance for critical practice management and electronic medical records software in effect from July 2016 through November 2016 that was inadvertently omitted from the Netsmart Master Contract (#2016-032) approved by Governor and Executive Council November 4, 2015. The omission of \$121,856 occurred when the vendor consolidated a large number of maintenance and support fees from several historical documents, while also implementing a new financial system. The invoice was not paid immediately because the department needed to validate the claim and identify a source of funding. NHH received the services from the vendor and desires to make the retroactive payment for services provided.

Netsmart has provided the Department with services since 2003; beginning with the myAvatar Electronic Health Record's Practice Management and Billing modules. Over time, the Hospital has adopted various Netsmart solutions and made key upgrades to align with mandatory regulatory requirements. The Department has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by the Department are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution supports continued Joint Commission accreditation and increase the quality of patient care and coordination.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022 - 2023 biennia.

Should the Governor and Executive Council not authorize this request, prior to June 30, 2018, the move to a hosted environment and a realization of the benefits to patient care and safety could be delayed up to twelve (12) months, until new funding sources are identified.

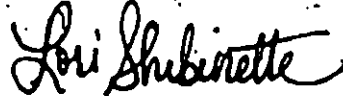
Area served: Statewide.

Source of Funds: \$420,415 - 100% General Funds-Capital Funds, \$2,836,745 - 100% Other Funds; the remainder is 34% General Funds, 46% Other Funds (provider fees) and 20% Federal Funds (FAIN#1805NH05ADMIN, CFDA#93.778).

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 5

Should Federal Funds become not available additional General Funds will not be requested.

Respectfully submitted,



Lori A. Shibinette  
Chief Executive Officer  
New Hampshire Hospital

Approved by:



Jeffrey A. Meyers  
Commissioner  
Department Health & Human Services

Approved by:



Denis Goulet  
Commissioner  
Department of Information Technology

*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*



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

Jeffrey A. Meyers  
 Commissioner

David E. Wiesters  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9404 1-800-853-3345 Ext. 9404  
 Fax: 603-271-4912 TDD Access: 1-800-735-2964 [www.dhhs.nh.gov](http://www.dhhs.nh.gov)

June 8, 2018

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

**Requested Action**

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital to make a retroactive payment to, and amend a sole source agreement with Netsmart Technologies, Inc. (Vendor #183804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software, system hosting and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$529,200 from \$3,508,702 to \$4,035,902 effective upon Governor and Executive Council approval. The contract completion date of November 30, 2021 remains unchanged.

The Governor and Executive Council approved the original agreement on November 4, 2015 (Item #9), the first amendment December 21, 2016, and the second amendment on June 21, 2017. Funds are 28% Federal Funds, 39% Other Funds, and 32% General Funds.

**Funding Sources and Amounts**

Fund Funds are available in the following accounts in State Fiscal Year 2018 and anticipated to be available in State Fiscal Years 2019 through Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between

State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-94-940030-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module (100%General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	034/500099	Major IT Systems	\$420,415	\$0	\$420,415
		<b>Sub Total</b>	<b>\$420,415</b>	<b>\$0</b>	<b>\$420,415</b>

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS (100% Other Funds)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology - Software	\$183,039		\$183,039
2018	038/509038	Technology - Software	\$672,824	\$529,200	\$ 1,202,124
2019	038/509038	Technology - Software	\$402,885	0	\$402,885
2020	038/509038	Technology - Software	\$539,483	0	\$539,483
2021	038/509038	Technology - Software	\$354,168	0	\$354,168
2022	038/509038	Technology - Software	\$154,948	0	\$154,948
		<b>Sub Total</b>	<b>\$2,307,545</b>	<b>529,200</b>	<b>\$2,836,745</b>

**05-85-84-840010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAIN#1805NH05ADMIN, CFDA#83.778)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases, Other than State	\$69,427	\$0	\$69,427
2018	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2020	022/500257	Rents, Leases, Other than State	\$156,148	\$0	\$156,148
2021	022/500257	Rents, Leases, Other than State	\$158,147	\$0	\$158,147
2022	022/500257	Rents, Leases, Other than State	\$65,061	\$0	\$65,061
		<b>Sub Total</b>	<b>\$789,080</b>	<b>\$0</b>	<b>\$789,080</b>

05-95-04-840010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (20% Federal Fund, 46% Other Funds (Provider Fees) & 34% General Funds FAIN#1805NHO5ADMIN, CFDA#63.778)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$19,662	\$0	\$19,662
		<i>Sub Total</i>	\$19,662	\$0	\$19,662

<b>CONTRACT TOTAL</b>	<b>\$4,035,802</b>
-----------------------	--------------------

#### EXPLANATION

The original agreement is sole source, because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services and integrate multiple software products with Netsmart products.

The Department is requesting authorization to amend the contract for services to transition the NHH patient care system from the Department of Information Technology data center to the Netsmart Plexus Cloud. Having operated the Netsmart electronic health records software suite onsite for fifteen (15) years, the Department has determined that a vendor hosted solution is a better use of resources and will result in greater reliability, accessibility, security, and better care of the electronic medical record environment.

The Department is also requesting authorization to make a retroactive payment to an invoice (#98934 July 1, 2017) for Netsmart software support and maintenance in effect from July 2016 through November 2016 that was inadvertently omitted from the Netsmart Master Contract (#2016-032) approved by Governor and Executive Council November 4, 2015. The omission of \$121,856 occurred when the vendor consolidated a large number of maintenance and support fees from several historical documents, while also implementing a new financial system. NHH received the services from the vendor and desires to make the retroactive payment for services provided.

Netsmart has provided the Department with services since 2003; beginning with the myAvatar Electronic Health Record's Practice Management and Billing modules. Over time, the Hospital has adopted various Netsmart solutions and made key upgrades to align with mandatory regulatory requirements. The Department has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by the Department are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution supports continued Joint Commission accreditation and increase the quality of patient care and coordination.

### Prior Related Actions

The contract completion date of November 30, 2021 remains unchanged. Governor and Executive Council approved the original agreement on November 4, 2015 (item #9), to implement the Netsmart electronic health records system at New Hampshire Hospital along with a closed loop Medication Management solution and document imaging services. The first amendment, approved in December 21, 2016, added Carefusion Pyxis medication dispensing system. The second amendment approved on June 21, 2017, provided essential project support services in addition to the CareConnect solution. Governor and Executive Council approved the transfer of \$660,000 from DHHS April 19, 2017, into DoIT May 3, 2017 to support Amendment #2.

### Alternatives and Benefits

--With the transition to a vendor-hosted solution, the Department will realize the following benefits:

- Ensured 99.9% system availability with 24x7 access to expert administrative support resources;
- Increased budget predictability;
- The highest levels of technology and data security standards;
- Reduced effort required for NHH staff to administer the system, allowing those resources to focus on report development and configuring the system to meet hospital needs; and
- Relieved need for DoIT staff to maintain network server hardware and handle certain system software that is not part of the state standard.

### Open Standards

New Hampshire Hospital has been using Netsmart Technologies products for several years. This amendment serves to continue the implementation, maintenance and support of licensed software with the goal of realizing the benefits of a fully integrated proprietary solution. Compliance with RSA 21-R:10 -14 is not required as this does not include the purchase of a new software solution.

### Impact on Other State Agencies and Municipalities

This serves New Hampshire Hospital patients. There is no impact on other state agencies and municipalities.

### Supporting Documentation

A copy of the Contract Amendment is attached.

### **CONTACT PERSON:**

Brian Owens  
Department of Health & Human Services  
Contracts and Procurement  
129 Pleasant Street  
Concord, NH 03301  
Telephone: (603) 271-9634  
Email: [brian.owens@dhhs.nh.gov](mailto:brian.owens@dhhs.nh.gov)



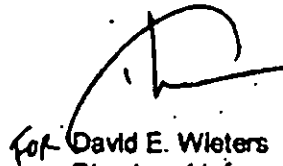
**CERTIFICATION**

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

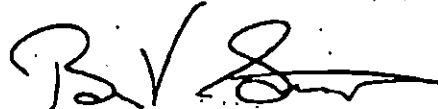
Respectfully Submitted,



Lori A. Shibinette  
Chief Executive Officer  
New Hampshire Hospital



for David E. Wieters  
Director of Information Services



Bruce Smith  
IT Leader  
Department of Information Technology



Approved by:  
Jeffrey A. Meyers  
Commissioner

Contract 2016-032A

RID 38103

Cc: Irene Koffink, DoIT Contracts and Procurement  
Katja Fox, DHHS Division of Behavior Health  
Lori Shibinette, DHHS New Hampshire Hospital  
Dave Levesque, DHHS New Hampshire Hospital



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

Denis Goulet  
Commissioner

June 7, 2018

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to make a retroactive payment to, and amend a sole source contract with Netsmart Technologies, Inc. as described below and referenced as DoIT No. 2016-032C.

The purpose of this amendment is to transition the existing New Hampshire Hospital Netsmart suite of software applications to the Netsmart Plexus Cloud. Having operated the Netsmart electronic health records software suite onsite for years, NHH has determined that a vendor-hosted solution is a better use of hospital resources and will result in greater reliability, accessibility, and security which will maintain a high level of patient care. This will also assist in the ongoing effort to maintain compliance with the NH Joint Commission accreditation requirements. The Joint Commission's hospital standards address important functions relating to the care of patients and the management of hospitals.

The funding amount for this amendment is \$529,200 increasing the price limitation \$3,506,702 to \$4,035,902 effective upon Governor and Council approval. The contract completion date of November 30, 2021 remains unchanged.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2016-032C  
RID #36103  
cc: Bruce Smith, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #3**

This 3rd Amendment to the New Hampshire Hospital Software & Services contract (hereinafter referred to as "Amendment 3"), dated April 18, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as "the State" or "Department"), and Netsmart Technologies, Inc. (hereinafter referred to as "the Contractor"), a Delaware corporation with offices at 4850 College Boulevard, Overland Park, Kansas, 66212.

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council, on November 4, 2015, (Item #9), (hereinafter referred to as "Contract"), as amended on December 21, 2016, (Item #24), as amended on June 21, 2017 (Item #39) the Contractor agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of certain sums as specified therein;

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract;

WHEREAS, pursuant to Form P-37, Section 18 Amendment, the contract may be modified or amended upon written agreement of both parties, as approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor have agreed to increase the price limitation to pay for Netsmart Cloud Hosting services provided by the Contractor between July 1, 2018 and June 30, 2020;

WHEREAS, the State and the Contractor have agreed to increase the Contract price for software support and maintenance services provided by the Contractor, between July 1, 2016 through November 30, 2018.

WHEREAS, the State and the Contractor wish to increase the Contract price by \$529,200 from \$3,506,702 to \$4,035,902; and

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


1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,035,902
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:  
Eva Maria Reinemann, Esq., Director
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number to read:  
603-271-9330

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #3**

4. Delete Attachment D-8: Health Insurance Portability Act Business Associate Agreement (Exhibit I) version CU/DHHS/110713 and replace with Amendment # 3, Attachment D-8, Health Insurance Portability and Accountability Act, Business Associate Agreement, version 3/2014.
5. Add Attachment D-10: DHHS Information Security Requirements
6. Add Attachment G: Netsmart Hosting Addendum To License
7. Add Attachment H: Netsmart Hosting Roles And Responsibilities
8. Add Attachment I: DoIT Hosting Requirements
9. The Agreement is further amended as described in Table 1:

**Table 1**

Contract #2016-032 Part 2, RECITALS	AMENDED TEXT
Section 1.2, Order Of Precedence	<p>Delete and replace Section 1.2, Order of Precedence with:</p> <p><b>1.2 Order of Precedence</b> In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:</p> <p>a. <i>The State of New Hampshire Terms and Conditions, Form P-37 - Contract Agreement (Part 1)</i></p> <p>b. State of New Hampshire, DHHS Contract (Part 2 and Part 3), Amendment #1, Amendment #2, Amendment #3; and</p> <p>c. Netsmart Statement of Work</p>
Section 2, Compensation, Sub-Section 7.6 Maintenance And Support Services	<p>Delete and replace Section 7.5, Maintenance and Support Services with:</p> <p><b>7.5 Maintenance, Support, and Hosting Services</b> The Contracted Vendor shall provide the State with maintenance, support and hosting services for the software set forth in the Contract, and particularly described in Exhibit G: <i>Maintenance and Support Services</i>.</p>
Contract #2016-032 Part 3, Exhibit B, Price And Payment Schedule	AMENDED TEXT
Segment 3, Document Imaging Implementation	Delete and replace SEGMENT 3 – DOCUMENT IMAGING IMPLEMENTATION SERVICES, LICENSE FEES AND MAINTENANCE with:

Initial all pages  
Vendor Initials 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #3**

Services License Fees And Maintenance	Table 1.						
	Software and Subscription License Fees and Maintenance Deliverables						
	Deliverable	Deliverable Type	Projected Delivery Date	Payment	Percentage of Services Fees		
	1	Initial Project planning and preparation	Non-software, Written	November 2015	\$18,560	20%	
	2	Project Kick-off Meeting	Non-software, Written	December, 2015	\$13,920	15%	
	3	Enterprise Foundations Solution Training	Non-software, Written	December, 2016/January, 2016	\$13,920	15%	
	4	Point of Service (POS) Scanning Build Signoff	Non-software	January/February 2016	\$13,920	15%	
	5	Batch Scanning Build Signoff	Non-software	January/February 2016	\$13,920	15%	
	6	Testing/Scanning of Documents	Non-software	February/March, 2016	\$9,280	10%	
	7	Go Live	Non-software	April 2016	\$9,280	10%	
				<b>TOTAL</b>	<b>\$92,880</b>	<b>100%</b>	
	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment	Total Payments Through November 30, 2021	
	1	POS and Batch Scanning Powered by Perceptive (License)	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-032	Not Applicable	Paid, November, 2015	\$27,995
	2	POS and Batch Scanning Powered by Perceptive (Maintenance @ 291.67 per month <ul style="list-style-type: none"> <li>• Monthly fees are payable for all months one time/per year</li> <li>• Annualized renewal payments are defined in Extended Maintenance and Support, beginning with the initial Payments for Segment 1</li> </ul>	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-032	Defined in Extended Maintenance and Support, beginning with the initial payments for Segment 1	\$2,041.67	\$18,742.62
				<b>TOTAL</b>		<b>\$2,041.67</b>	<b>\$47,737.62</b>

Initial all pages  
Vendor Initials *[Signature]*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #3**

Excess Subcontract and Accepted Payments Ability With Payments to Segment 3							
A	B	C	D	E	F	G	H
	01/2016- 02/2017	03/2016- 04/2017	05/2016- 06/2017	07/2016- 08/2017	09/2016- 10/2017	11/2016- 12/2017	Period Total
POI and Excess Capacity Planned by Provider (Subcontract and Support)	\$ 1,000.00	\$ 1,075.00	\$ 1,150.75	\$ 1,226.50	\$ 1,302.25	\$ 1,378.00	\$ 23,000.75
Period Total For All Products	\$ 1,000.00	\$ 1,075.00	\$ 1,150.75	\$ 1,226.50	\$ 1,302.25	\$ 1,378.00	\$ 23,000.75
<b>Grand Total Segment 3 = \$137,375.95</b>							

Deliverable	Deliverable Type	Est. Delivery Date	Projected	Payment
Change Order - RxConnect or Document Imaging	Non-Software	As Needed		\$10,000
<b>Grand Total Change Order = \$10,000</b>				

<b>Section 2, Total Contract Price</b>	<p><b>Delete and replace Section 2, TOTAL CONTRACT PRICE with:</b></p> <p><b>2. TOTAL CONTRACT PRICE</b></p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount on Block 1.8 of the General Provisions, Form P-37 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.</p> <p>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.</p> <p><b>Table 1.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%;"></th> <th style="width: 40%;"></th> </tr> </thead> <tbody> <tr> <td></td> <td>Segment 1:</td> <td style="text-align: right;">\$1,133,385.44</td> </tr> <tr> <td></td> <td>Segment 2:</td> <td style="text-align: right;">\$484,384.01</td> </tr> <tr> <td></td> <td>Segment 3:</td> <td style="text-align: right;">\$132,375.95</td> </tr> <tr> <td></td> <td>Segment 4:</td> <td style="text-align: right;">\$1,343,341.92</td> </tr> <tr> <td></td> <td>Segment 5:</td> <td style="text-align: right;">\$47,730.00</td> </tr> <tr> <td></td> <td>Segment 6:</td> <td style="text-align: right;">\$207,284.00</td> </tr> <tr> <td><b>CONTRACT GRAND TOTAL:</b></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Change Orders (Original Contract):</td> <td style="text-align: right;">\$10,000.00</td> </tr> <tr> <td></td> <td>Change Orders (Amendment 1):</td> <td style="text-align: right;">\$20,000.00</td> </tr> </tbody> </table>					Segment 1:	\$1,133,385.44		Segment 2:	\$484,384.01		Segment 3:	\$132,375.95		Segment 4:	\$1,343,341.92		Segment 5:	\$47,730.00		Segment 6:	\$207,284.00	<b>CONTRACT GRAND TOTAL:</b>				Change Orders (Original Contract):	\$10,000.00		Change Orders (Amendment 1):	\$20,000.00
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	Change Orders (Amendment 2):	\$148,200.00
	Change Orders (Amendment 3):	\$100,000.00
	Retrospective Maintenance & Support (7/16 – 11/16)	\$121,854.89
	Hosting Services:	\$940,348.60
	Removal of Annual Intersystems Cache support fees for the period 01/01/2019 – 11/30/2021*	(\$333,013.67)
	<b>Contract Total:</b>	<b>\$4,035,902.64</b>

\*Removal of annual Intersystems Cache support fees for the period 01/2019 – 11/2021 identified in Section 14 Extended Maintenance and Support Payments (Table 1) within Amendment 3.

**Table 2.**

Movement Rates Pricing Worksheet (Hourly Rates)			
Position Title	8FY 2018		8FY 2018
Engagement Leader/Project Manager	\$255.00/per	Hour	\$255.00 Per Hour
Project Manager	(Average)		(Average)
Solution Architect			
Delivery Analyst			
Engineer			
System Administrator			

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<b>Section 7, Change Orders</b>	<p><b>Delete and replace Section 7.0, CHANGE ORDERS with:</b></p> <p><b>7.0 CHANGE ORDERS</b>  <b>7.1 Table 1 – Change Order Funds</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Deliverable</th> <th style="width: 20%;">Projected Delivery Date</th> <th style="width: 20%;">Amount</th> </tr> </thead> <tbody> <tr> <td>1 Change Orders (For Connect of Document Imaging)</td> <td>As needed</td> <td style="text-align: right;">\$10,000</td> </tr> <tr> <td>2 Change Orders (Pysds Implementation – Amendment 1)</td> <td>As needed</td> <td style="text-align: right;">\$20,000</td> </tr> <tr> <td>3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)</td> <td>As needed</td> <td style="text-align: right;">\$148,200</td> </tr> <tr> <td>4 Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)</td> <td>As needed</td> <td style="text-align: right;">\$100,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td></td> <td style="text-align: right;"><b>\$278,200</b></td> </tr> </tbody> </table> <p>*Deliverable 3: A maximum of 780 hours can be consumed for System Configuration and Report Writing Services – Amendment 2).</p>	Deliverable	Projected Delivery Date	Amount	1 Change Orders (For Connect of Document Imaging)	As needed	\$10,000	2 Change Orders (Pysds Implementation – Amendment 1)	As needed	\$20,000	3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200	4 Change Orders (optional system configuration and report writing services resulting from migration to hosted services – Amendment 3)	As needed	\$100,000	<b>TOTAL</b>		<b>\$278,200</b>															
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<b>Section 14, Consolidated Extended Maintenance And Support Table</b>	<p><b>Delete and replace Section 14, CONSOLIDATED EXTENDED MAINTENANCE AND SUPPORT TABLE with:</b></p> <p><b>14. CONSOLIDATED EXTENDED MAINTENANCE AND SUPPORT TABLE</b></p> <p>Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, Amendment #2, and Amendment #3. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 – November 31, 2021 to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.</p> <p>Netsmart Cloud Hosting annual fees were added for two years during the state fiscal years 07/2018-06/2019 and 07/2019-06/2020 respectively.</p> <p><b>Table 1</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6" style="text-align: center;">Extended Maintenance and Support Payments</th> </tr> <tr> <th style="width: 10%;"></th> <th style="width: 15%;">A</th> <th style="width: 15%;">B</th> <th style="width: 15%;">C</th> <th style="width: 15%;">D</th> <th style="width: 15%;">E</th> <th style="width: 15%;">F</th> </tr> <tr> <th>Item</th> <th>07/2017 – 06/2018</th> <th>07/2018 – 06/2019</th> <th>07/2019 – 06/2020</th> <th>07/2020 – 06/2021</th> <th>07/2021 – 11/2021</th> <th></th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">Purchased Prior to Contract # 2016 - 032</td> </tr> <tr> <td>1</td> <td>RADplus Named Users (564 Licenses)</td> <td style="text-align: right;">\$60,390.03</td> <td style="text-align: right;">\$52,909.63</td> <td style="text-align: right;">\$55,653.00</td> <td style="text-align: right;">\$58,332.75</td> <td style="text-align: right;">\$26,620.50</td> </tr> </tbody> </table>	Extended Maintenance and Support Payments							A	B	C	D	E	F	Item	07/2017 – 06/2018	07/2018 – 06/2019	07/2019 – 06/2020	07/2020 – 06/2021	07/2021 – 11/2021		Purchased Prior to Contract # 2016 - 032						1	RADplus Named Users (564 Licenses)	\$60,390.03	\$52,909.63	\$55,653.00	\$58,332.75	\$26,620.50
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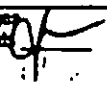
STATE OF NEW HAMPSHIRE  
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2	Avatar Clinical Workstation	\$15,316.38	\$18,081.15	\$16,885.21	\$17,729.47	\$7,668.84
3	Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$84,228.88	\$88,438.33	\$82,880.24	\$87,503.28	\$42,857.67
4	Avatar Cache Elite Multi-Server, Platform Specific Concurrent (Final Year is only 7/2016 - 12/2016)	\$91,091.18	\$47,822.87	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting
5	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content	\$5,832.68	\$6,229.28	\$6,540.74	\$6,887.78	\$3,004.83
6	Webey Libraries	\$3,787.32	\$3,845.19	\$4,142.45	\$4,349.87	\$1,802.04
7	Ultramedia Suite Subscription	\$4,884.28	\$5,128.48	\$5,384.90	\$5,654.18	\$2,473.69
8	RXConnect Browser, RXConnect ADM Browser Interface, Crystal Reports Developer Version	\$8,219.36	\$8,830.33	\$9,081.84	\$8,514.83	\$4,182.78
9	Avatar Electronic Medic Admin Record	\$7,717.60	\$8,100.38	\$8,608.64	\$8,933.97	\$3,908.81
10	Additional 125 myAvatar RADplus Named Users	\$22,050.00	\$23,162.60	\$24,310.13	\$25,625.83	\$11,167.48
11	Additional 50 Avatar Cache Elite Multi-Server, Platform Specific Concurrent (Final Year is only 7/2016 - 12/2016)	\$10,080.00	\$6,282.00	NA, Replaced by hosting	NA, Replaced by hosting	NA, Replaced by hosting
12	POS and Batch Scanning Powered by Perceptive	\$3,875.00	\$3,858.75	\$4,051.89	\$4,284.27	\$1,861.24
Purchased on Contract #2016-032 Amendment # 1						
13	Ceruleson Pyxis 4000 Automated Dispensing Machines - Amendment #1	\$132,840.00	\$132,840.00	\$132,840.00	\$132,840.00	\$58,328.60
Purchased on Purchase Order #1053488						
14	Additional 27 myAvatar RADplus Named Users - Purchase Order #1053488	\$2,848.00	\$4,782.80	\$5,000.84	\$5,250.99	\$2,297.31
15	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - increase to base fee	\$188.18	\$197.57	\$207.45	\$217.82	\$90.78

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Purchased on Contract #2016-032 Amendment # 2						
16	Additional 123 myAvatar RADplus Named Users	\$20,864.00	\$20,864.00	Requires Renewal	Requires Renewal	Requires Renewal
17	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - Increase to base file	\$1,100.00	\$1,100.00	Requires Renewal	Requires Renewal	Requires Renewal
18	RXScan and eMAR Barcode Scanning Subscription - Amendment #2	\$13,320.00	\$13,320.00	Requires Renewal	Requires Renewal	Requires Renewal
19	CareConnect Inbox (Includes base fee, in network referral connectors, and Direct Messaging Mailbox) 0 - 1000 Users	\$39,270.00	\$44,982.00	\$44,982.00	Requires Renewal	Requires Renewal
20	CareConnect Connector (CCD Transactions) 0 - 1000 Users	\$2,760.00	\$3,000.00	\$3,000.00	Requires Renewal	Requires Renewal
21	CareConnect Lab Orders (Outbound) 0 - 1000 Users	\$2,760.00	\$3,000.00	\$3,000.00	Requires Renewal	Requires Renewal
22	CareConnect Lab Results (Inbound) 0 - 1000 Users	\$2,760.00	\$3,000.00	\$3,000.00	Requires Renewal	Requires Renewal
Purchased on Contract #2016-032 Amendment #3						
23	Hosting of Avatar Licensed Programs (265 Concurrent Users)	NA	\$237,600.00	\$237,600.00	Requires Renewal	Requires Renewal
24	Perceptive Hosting - Disaster Recovery	NA	\$28,274.40	\$28,274.40	Requires Renewal	Requires Renewal
25	RXConnect Hosting - Disaster Recovery	NA	\$23,400.00	\$23,400.00	Requires Renewal	Requires Renewal
	<b>TOTALS</b>	<b>\$523,317.61</b>	<b>\$785,432.64</b>	<b>\$708,306.63</b>	<b>\$376,674.69</b>	<b>\$182,029.34</b>

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**Section 16,  
Retroactive  
Payment For  
Software  
Maintenance**

Add the following section:

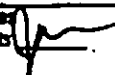
**15. Retroactive Payment for Software Maintenance**

The Department recognizes the obligation to provide compensation for Netsmart support and maintenance coverage for certain software products during the period of July 1, 2016 – November 30, 2016 not previously recognized in any procurement agreement. The maintenance and support table below reflects the \$121,864.69 total contract value increase for Amendment #3.

**Table 1**

Maintenance and Support Services Provided 07/2016 – 11/2016		
	Item	07/2016 – 11/2016
1	RADplus Named Users (684 Licenses)	\$19,996.04
2	Avstar Clinical Workstation	\$ 6,077.53
3	Avstar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$33,423.40
4	Avstar Cache Elib, Multi-Server, Platform Specific Concurrent (131 Licenses)	\$ 38,147.29
5	Wiley Libraris	\$1,491.00
6	Ultimedex Suite Subscription (\$387.64 per month in first year)	\$1,938.20
7	RxConnect Browser, RxConnect ADM Browser Interface, Crystal Reports Developer Version (Maintenance and Support \$652.33 per month in First Year)	\$3,281.65
8	Avstar Electronic Medic Admin Record (Maintenance and Support \$812.50 per month in First Year)	\$3,062.50
9	Additional 125 myAvstar RADplus Named Users (Maintenance and Support \$1,750.00 per month in First Year)	\$8,750.00
10	Additional 50 Avstar-Cache Elib, Multi-Server, Platform Specific Concurrent (Maintenance and Support \$800.00 per month in first year)	\$4,000.00
11	POS and Batch Scanning Powered by Perceptive	\$1,458.33
12	Avstar HL7 to Work	\$2,288.76
	<b>TOTAL</b>	<b>\$121,864.69</b>

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<b>Section 16,  Netsmart Plexus  Hosting Fees</b>	Add the following section:  <b>15. Netsmart Plexus Hosting Fees</b>  <b>Table 1</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 15%; text-align: center;">07/2016- 06/2019 Price Year 1</th> <th style="width: 15%; text-align: center;">07/2019- 06/2020 Price Year 2</th> </tr> </thead> <tbody> <tr> <td><b>Hosting One Time Fees</b></td> <td></td> <td></td> </tr> <tr> <td>Set-Up Services</td> <td style="text-align: right;">\$25,000.00</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Data Scramble Services</td> <td style="text-align: right;">\$6,400.00</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Data Migration Services</td> <td style="text-align: right;">\$6,400.00</td> <td style="text-align: center;">NA</td> </tr> <tr> <td>Technical Resource Services</td> <td style="text-align: right;">\$24,000.00</td> <td style="text-align: center;">NA</td> </tr> <tr> <td style="text-align: right;"><b>Total Charges for Professional Services</b></td> <td style="text-align: right;"><b>\$61,800.00</b></td> <td style="text-align: center;"><b>NA</b></td> </tr> <tr> <td><b>Hosting Recurring Fees</b></td> <td></td> <td></td> </tr> <tr> <td>Hosting of Licensed Programs as Listed in Master Agreement <small>(based on \$120 per concurrent user per month and a minimum purchase of 166 concurrent users per month per year)</small></td> <td style="text-align: right;">\$237,600.00</td> <td style="text-align: right;">\$237,600.00</td> </tr> <tr> <td>Perceptive Hosting - Disaster Recovery <small>(Annual price based on rate of \$14.28 per concurrent user per month &amp; a minimum purchase of 166 concurrent users per month, per year)</small></td> <td style="text-align: right;">\$28,274.40</td> <td style="text-align: right;">\$28,274.40</td> </tr> <tr> <td>RxConnect Hosting - Disaster Recovery <small>(Annual price based upon a rate of \$1,650 per concurrent user per month &amp; a minimum purchase of 1 concurrent user per month per year)</small></td> <td style="text-align: right;">\$23,400.00</td> <td style="text-align: right;">\$23,400.00</td> </tr> <tr> <td style="text-align: right;"><b>Total Recurring Charges</b></td> <td style="text-align: right;"><b>\$289,274.40</b></td> <td style="text-align: right;"><b>\$289,274.40</b></td> </tr> <tr> <td style="text-align: right;"><b>Grand Total Hosting Fees and Professional Services for Two Years</b></td> <td></td> <td style="text-align: right;"><b>\$640,348.80</b></td> </tr> </tbody> </table>		07/2016- 06/2019 Price Year 1	07/2019- 06/2020 Price Year 2	<b>Hosting One Time Fees</b>			Set-Up Services	\$25,000.00	NA	Data Scramble Services	\$6,400.00	NA	Data Migration Services	\$6,400.00	NA	Technical Resource Services	\$24,000.00	NA	<b>Total Charges for Professional Services</b>	<b>\$61,800.00</b>	<b>NA</b>	<b>Hosting Recurring Fees</b>			Hosting of Licensed Programs as Listed in Master Agreement <small>(based on \$120 per concurrent user per month and a minimum purchase of 166 concurrent users per month per year)</small>	\$237,600.00	\$237,600.00	Perceptive Hosting - Disaster Recovery <small>(Annual price based on rate of \$14.28 per concurrent user per month &amp; a minimum purchase of 166 concurrent users per month, per year)</small>	\$28,274.40	\$28,274.40	RxConnect Hosting - Disaster Recovery <small>(Annual price based upon a rate of \$1,650 per concurrent user per month &amp; a minimum purchase of 1 concurrent user per month per year)</small>	\$23,400.00	\$23,400.00	<b>Total Recurring Charges</b>	<b>\$289,274.40</b>	<b>\$289,274.40</b>	<b>Grand Total Hosting Fees and Professional Services for Two Years</b>		<b>\$640,348.80</b>
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<b>Contract #2016-032  Part 3, Exhibit G,  Maintenance And  Support Services</b>	<b>AMENDED TEXT</b>																																							
<b>Section 4, Hosting  Services</b>	Add the following section:  <b>4. Hosting Services</b> Netsmart shall transition the existing NHH Netsmart suite of software applications to the Netsmart Plexus Cloud as specified in the following attachments:  Attachment D-10: DHHS Information Security Requirements Attachment G: Netsmart Hosting Addendum																																							

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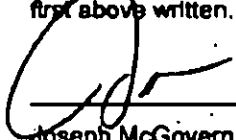
	Attachment H: Netsmart Information Technology Master Services Attachment I: DoIT Hosting Requirements
<b>Contract #2016-032 Part 3, Exhibit O, Certificates And Attachments</b>	<b>AMENDED TEXT</b>
<b>Attachment D</b>	Add the following to Attachment D: Department of Health and Human Services Required Exhibits:  Attachment D-10: DHHS Information Security Requirements
<b>Attachment G</b>	Add the following:  Attachment G: Netsmart Hosting Addendum
<b>Attachment H</b>	Add the following:  Attachment H: Netsmart Hosting Roles and Responsibilities
<b>Attachment I</b>	Add the following:  Attachment I: DoIT Hosting Requirements



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

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

  
\_\_\_\_\_  
Joseph McGovern, Senior Vice President  
Executive Vice President  
Netsmart Technologies, Inc.

Date: 6-4-2018

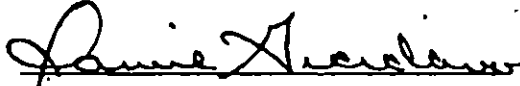
Corporate Signature Notarized:

STATE OF New York

COUNTY OF Suffolk

On this the 4<sup>th</sup> day of June, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: 5/12/2022

(SEAL)

JAMIE GIORDANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01G16303189  
Qualified in Suffolk County  
My Commission Expires 05-12-2022

State of New Hampshire

  
\_\_\_\_\_  
Denis Goulet, Commissioner

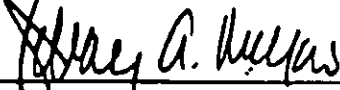
State of New Hampshire  
Department of Information Technology

Date: 6/7/2018

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Vendor Initials JM

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT 2016-032  
CONTRACT AMENDMENT #3

State of New Hampshire

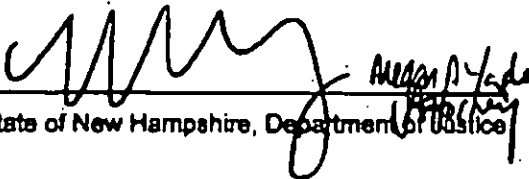
  
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Date: 6/8/19

Jeffrey A. Meyers, Commissioner  
State of New Hampshire  
Department of Health and Human Services

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

Approved by the Attorney General

  
\_\_\_\_\_

Date: 6/12/18

State of New Hampshire, Department of Justice


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

Office of the Secretary of State

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Vendor Initials 



**HEALTH INSURANCE PORTABILITY 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 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.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "Individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*

*6/4/18*





- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

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

*[Signature]*  
6/4/18



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. 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.
- e. 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 (f). 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

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Contractor Initials

Date 6/4/18



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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

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Date

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6/4/12



Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Contractor Initials

Date

*[Signature]*  
6/4/18



- e. Severability. 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 effect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

NetSmart Technologies, Inc  
Name of the Contractor

Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Name of Authorized Representative

Joseph McGovern  
Name of Authorized Representative

Title of Authorized Representative

Executive Vice President  
Title of Authorized Representative

Date

6/4/18  
Date



- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI; return or destruction of PHI; extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State


  
Signature of Authorized Representative

Thomas D. Priston  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

6/4/18  
Date

NetSmart Technologies, Inc  
Name of the Contractor

  
Signature of Authorized Representative

Joseph McGovern  
Name of Authorized Representative

Executive Vice President  
Title of Authorized Representative

6/4/18  
Date

New Hampshire Department of Health and Human Services

Attachment D-10

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy; which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware,

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DHHS Information Security Requirements



firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor,

*[Signature]*  
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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified*

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor-provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

*[Signature]*  
6/4/18

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. If the Contractor requires access to Department systems, the Contractor will make reasonable efforts to work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will make good faith efforts to reasonably work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments

A handwritten signature in black ink, appearing to be 'Jm'.

New Hampshire Department of Health and Human Services

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OHHS Information Security Requirements



discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform

New Hampshire Department of Health and Human Services

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OHHS Information Security Requirements



their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

- a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
- b. safeguard this information at all times.
- c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and

*[Handwritten Signature]*  
6/4/18

New Hampshire Department of Health and Human Services

Attachment D-10

DHHS Information Security Requirements



Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37. For the purposes of this Exhibit K, "suspected" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS contact program and policy:

DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

New Hampshire Department of Health and Human Services

Attachment D-10

DHHS Information Security Requirements



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DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov



Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

This Addendum dated July 1, 2018 (the "Addendum Effective Date") is a supplement to the terms of the License and Services Agreement dated as of (Amended) May 22, 2017. ("Master Agreement") by and between Netsmart Technologies, Inc. ("Netsmart") and State of New Hampshire, Department of Health and Human Services (DHHS), New Hampshire Hospital ("Client").

SLA, describes the functions, features and performance capabilities of the Hosted System as available at Client's site and is set forth in Addendum Schedule 2(a).

- i) "Year 1" means the period from the Addendum Effective Date through its one year anniversary.

1. **PURPOSE OF ADDENDUM** This Addendum states the terms and conditions under which Netsmart will provide software hosting services and permit Client to load Data on the Hosted System via a virtual private network ("VPN") or Secure Socket Layer ("SSL").

2. **DEFINITIONS** Capitalized terms in this Addendum that are not defined below will have the same meaning as the terms that are given in the Master Agreement. All references to Schedules mean the Schedules attached to this Netsmart Hosting Addendum to License unless otherwise indicated. For the absence of doubt, definitions contained in this Addendum, only apply to the hosting services provided under this Addendum.

- a) "Client Hardware" means the computer hardware and communications equipment required by Client to log on to the System and use the Software Services and is the responsibility of Client to obtain.
- b) "Data" has the meaning provided in Section 6
- c) "Hosted System" means the hardware and software in Netsmart's data center that are used to provide access to the Licensed Programs as defined in the Master Agreement.
- d) "Month 1" means the first day of the first month after mutual contract execution.
- e) "Netsmart Provided Hardware" means any equipment provided to the Client by Netsmart
- f) "Service Charges" means the amount to be paid by Client for
  - i) Netsmart's data-center usage;
  - ii) Any Netsmart Provided Hardware;
  - iii) Any Professional Services
  - iv) The payment terms for Service Charges is set forth in Addendum Schedule 2(b) for professional services, Addendum Schedule 2(c) for third party products and Addendum Schedule 2(d) for recurring charges.
- g) "SLA" is an abbreviation for Service Level Agreement. The Service Level Agreement, or

3. **TERM**

- a) Netsmart hereby grants Client a non-transferable, non-exclusive right to access the Hosted System from Netsmart's Data Center for a period of 24 months from the Addendum Effective Date (the "Initial Term").
- b) Client has the option to terminate the hosting relationship with Netsmart prior to the expiration of the Initial Term, on sixty (60) days' notice to Netsmart and payment of an early termination fee equal to ten percent (10%) of the contracted remaining hosting fees through the expiration of the Initial Term.
- c) At the expiration of the Initial Term this Agreement will not automatically renew.
- d) The Hosted Software Services may be used by Client only:
  - i) for Client's internal business purposes and not to process the data of any other entity; and
  - ii) for access by the maximum number of named users permitted under the Master Agreement; and
  - iii) so long as the Client is not otherwise in default under the Master Agreement or this Addendum.

Subsections (i), (ii), and (iii) above shall be understood to permit non-employees of Client, such as agents or contractors who have a need for access to the Licensed Programs to support the internal operations of Client, to be added as named users for the Licensed Programs.

- e) This Addendum does not convey to Client any title or ownership interest in the Hosted Systems or the Licensed Programs provided under the Master Agreement. Client has additional rights in the Licensed Programs, however, under the Master Agreement.
- f) The Hosting Services covered by this Addendum are provided solely to Client. Client is prohibited from engaging in any activity that makes these Hosting Services available to third parties.

Attachment O  
**NETSMART HOSTING ADDENDUM TO LICENSE**

**4. CHARGES AND PAYMENT TERMS**

- a) Client agrees to pay Netsmart the Service Charges in the amounts and at the times set forth in Addendum Schedules. Failure to make timely payment is considered a material default of the Agreement.
- b) Netsmart agrees that it will not revise the Charges for Hosting Services during the first year of this Addendum. Thereafter, Charges will not be increased by more than 5% annually.

**5. TAXES**

The Charges set forth in this Agreement do not include any taxes. Where applicable, there shall be added to such Service Charges and Client shall pay amounts equal to any taxes (however designated, levied, or based) on such Service Charges including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart.

**6. PROTECTION OF CLIENT DATA**

As used in this paragraph 6, the word "Data" means all information acquired from Client that will reside on a Netsmart secure server and be maintained for Client during the performance of this Agreement. Netsmart will maintain the Data in accordance with generally accepted security standards applicable to protected health information and as required by law. Netsmart agrees to comply with all applicable

provisions of 42 C.F.R. part 2. Under no circumstance shall Netsmart attempt to access or permit access to Data that is not required for the performance of Netsmart's obligations under this Addendum. Upon termination of this Addendum for any reason Netsmart will make a machine readable copy of the Data available to Client.

**7. GENERAL TERMS**

Except as expressly set forth in this Addendum, the relationship between Netsmart and Client will be governed by the provisions of the Master Agreement.

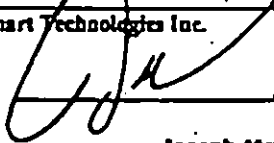
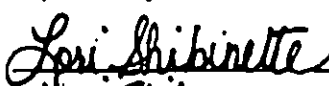
**8. SURVIVAL OF TERMS**

In the event this Addendum terminates pursuant to its terms, the Master Agreement will continue in full force and effect.

**9. CROSS DEFAULT**

A default by Client and resulting termination of the Master Agreement will similarly terminate the license rights granted by this Addendum. A default and termination of this Addendum, however, will not constitute grounds for termination of the Master Agreement, unless the default under this Addendum would likewise be grounds for termination of the Master Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

<p>Netsmart Technologies Inc.</p> <p>BY: </p> <p align="center"><u>Joseph McGovern</u>          Executive Vice President          Netsmart Technologies, Inc.</p> <p>TITLE: _____</p> <p>DATE: <u>6/4/18</u></p>	<p>New Hampshire Hospital</p> <p>BY: </p> <p align="center"><u>Lori Shibinette</u>          (PRINTED NAME)</p> <p>TITLE: <u>CEO - NHH</u></p> <p>DATE: <u>6/6/18</u></p>
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Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

Addendum Schedule 2(a)  
 Client Hardware

**User's Computer (Minimum)**

Processor	1 gigahertz (GHz) or faster 32-bit (x86)
Operating System	Windows XP, or later
RAM	1 GB or greater
Hard Disk Space	512 MB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 6.0 SP1 or higher (32-bit only)
Minimum Java Requirement	JRE 1.6.0 17 (32-bit only)

**User's Computer (Recommended)**

Processor	2 gigahertz (GHz) or faster 32-bit (x86) or 64-bit
Operating System	Windows XP, or later
RAM	2 GB or greater
Hard Disk Space	1 GB or greater
Monitor	VGA or higher (1024 x 768 pixels)
Mouse	Microsoft Mouse, or compatible pointing device
Browser	Internet Explorer 7.0 or greater (32-bit only)
Minimum Java Requirement	JRE 1.6.0 17 (32-bit only)

Technical Requirements may change over the course of the Agreement and as such, Netsmart shall notify Client of any change in which Client is expected to reasonably adopt to meet then-current technical requirements.

*[Handwritten Signature]*  
 4/4/18

Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

Addendum Schedule 2(b)  
 Netsmart Professional Services

Item	Price	Payment Terms
<b>Set-up Services:</b> <ul style="list-style-type: none"> <li>• Building the live and test databases, the reporting systems, and the web server system in the Netsmart Data Center</li> <li>• Installation of all Licensed Programs together with any patches for optimal performance</li> <li>• Configuration &amp; testing of software programs</li> <li>• Establishing security infrastructure</li> <li>• Establishing backup/disaster recovery environments</li> <li>• Setting up VPN client, VPN appliance, or SSL connectivity</li> </ul> One copy of client installable Checkpoint VPN Software (if applicable)	\$25,000.00	Non-recurring fee; Invoiced as follows: 1. 50% upon completion of the earlier of Kickoff meeting or Technical Analyst call. 2. 25% upon completion of data migration, and 3. 25% upon first use in Production hosted environment.
Plexus Cloud myAvatar application data scramble services. Two data scrambles provided in FY2019 and two data scrambles provided in FY2020. FY2019 services expire at end of fiscal year if not requested during FY2019. FY2020 services expire at end of fiscal year if not requested during FY2020	\$6,400.00	50% (\$3,200) payable upon earlier of completion of first data scramble or end of FY2019 with remaining 50% (\$3,200) payable upon earlier of completion of second data scramble or beginning of FY2020.
Data Migration from Client's Server to Netsmart Data Center	..\$6,400.00	Invoiced upon delivery of initial project planning meeting.
Plexus Cloud Technical Resource for Client network troubleshooting and assistance.	..\$24,000.00	Non-recurring fee, invoiced as follows: 1. 50% upon completion of first connectivity test 2. 50% upon first use in hosted Production environment.
<b>Total Charges - Professional Services</b>	<b>\$61,800.00</b>	

**Attachment G  
NETSMART HOSTING ADDENDUM TO LICENSE**

**Addendum Schedule 2(c)  
Third Party Products**

Item	Price	Payment Terms
<p><b>VPN Appliance - DUE ON CONTRACT EXECUTION</b> to facilitate hardware order.</p> <p>Provides a secure VPN tunnel for all local network users, freeing your network personal from having to install individual VPN client software on each computer that will use the Netsmart Avatar Software Products.</p> <p>Traffic passing through the VPN tunnel to the ASP Environment, must use Network Address Translation (NAT) to a Netsmart specified IP address range</p> <p>Client must agree to make any firewall modifications to accommodate upgrades or changes to the NTST - ASP Firewall infrastructure. Temporary VPN appliance may be required if MPLS Circuits not available prior to conversion. Temporary VPN appliance use subject to Project Change Order.</p>	\$	N/A - MPLS Planned
VPN Appliance Annual Maintenance	\$	NA
	\$	
	\$	
	\$	
	\$	
<b>Total Charges - Third Party Products</b>	<b>\$</b>	

Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

Addendum Schedule 2(d)  
 Recurring Charges

Description	Payment Due Annually
Hosting of Licensed Programs licensed by Client as described in Schedule A of the Master Agreement. <ul style="list-style-type: none"> <li>• Licensed Programs will be at the Netsmart Data Center.</li> <li>• Annual myAvatar price is based upon a rate of \$120.00 per concurrent user per month and a minimum purchase of 165 concurrent users per month per year.</li> <li>• Annual fee will commence upon Addendum execution. Payments beyond Year 1 are due on each anniversary of the Effective Date during the Initial Term.</li> <li>• Additional named users can be added at a rate not less than \$120.00 per concurrent user per month for a period of one year from the date of this Agreement.</li> </ul>	\$237,600.00
Checkpoint VPN Client Software (if applicable). Client installable on individual devices	Included
Perceptive Hosting - Disaster Recovery Annual price is based upon a rate of \$14.28 per concurrent user per month and a minimum purchase of 165 concurrent users per month per year. Annual fee will commence upon Addendum execution. Payments beyond Year 1 are invoiced on each anniversary of the Effective Date during the Initial Term and payable subject to Master Agreement. Additional named users can be added at a rate not less than \$14.28 per concurrent user per month for a period of one year from the date of this Agreement.	\$28,274.40
RX Connect Hosting - Disaster Recovery Annual price is based upon a rate of \$1,950.00 per concurrent user per month and a minimum purchase of 1 concurrent user per month per year. Annual fee will commence upon Addendum execution. Payments beyond Year 1 are invoiced on each anniversary of the Effective Date during the Initial Term and payable subject to terms of Master Agreement. Additional concurrent users can be added at a rate not less than \$1,950.00 per concurrent user per month for a period of one year from the date of this Agreement.	\$23,400.00
<b>Total Recurring Charges</b>	<b>\$289,274.40</b>

\*If Client has licensed Avatar and is moving to a Netsmart-hosted environment, the previous licenses for Cache from Intersystems are terminated after transitioning to the Netsmart Cloud Hosting, and Client is no longer obligated to pay for Cache licenses/support after discontinuing use of the Client's self-hosted environment.

Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

Addendum Schedule 2(e)  
**SERVICE LEVEL AGREEMENT**  
For  
**Hosting Account Services**

**1. Coverage: Definitions**

This Section sets forth the System Availability commitments for Hosting Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly Hosting Fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

System Uptime %	Credit %
>= 99.0% and <99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

**2. System Availability Calculation**

a) Netsmart will calculate System Availability as set forth below for each month during the Term of this Netsmart Contract Addendum.

b) System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

$$\text{System Availability} = [ (\text{Base Time} - \text{Unscheduled Downtime}) / (\text{Base Time}) ] \times 100$$

"Base Time" equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

"Unscheduled Downtime" equals the time (in minutes) during which the Production System is not operational (excluding "Scheduled Downtime") from Netsmart's Hosting facility internet connection based on the measuring methodology documented below.

"Scheduled Downtime" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to Schedule Downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc.

c) Client is permitted to audit the Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of the Unscheduled Downtime. This audit must take place within 30 days of the month end.

d) Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the Hosting Fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement a Service Package,

Netsmart

Exhibit G

Contractor Initials

*[Signature]*  
6/4/18

Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

- e) Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the Hosting Service fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the System's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.
- f) If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.
- g) The System will be considered in a System Stabilization Period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

3. Exceptions

Client shall not receive any credits under this SLA in connection with any failure or deficiency of Hosting Availability caused or associated with:

- a. Circumstances beyond Netsmart's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software (including, without limitation, web server software, FTP Servers, or statistics), or inability to obtain supplies, or power used in or equipment needed for provision of services;
- b. Failure of access circuits to the Netsmart Network, unless such failure is caused solely by Netsmart;
- c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;
- d. Issues with PTP, POP, or SMTP Client access;
- e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g. CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Services;
- f. E-mail or webmail delivery and transmission;
- g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers.

Netsmart

Exhibit G

Contractor Initials

Contract #2016-32

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Date

  
6/4/18



Attachment G  
**NETSMART HOSTING ADDENDUM TO LICENSE**

h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

**4. Scheduled Maintenance**

Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire ASP/Hosting environment. The monthly window is generally scheduled on the 3<sup>rd</sup> Sunday of the month, from 2:00AM – 5:30AM EST.

**5. Credit Request and Payment Procedures**

In order to receive a credit, Client must submit a request for credit to Netsmart Technologies, Inc. Accounting at [AR@nms.com](mailto:AR@nms.com), within ten (10) business days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing charges.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA cannot exceed the total hosting fee paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this SLA. If Client applied for and received a credit, Nothing in this SLA precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

**I. HOSTING SCOPE OF SERVICES**

A. **Netsmart Data Center Environments.** The Netsmart Plexus Data Centers ("NPDC") consist of a 2X primary data center environment and an N+1 secondary datacenter environment, both consisting of dual-fed, redundant data operation facility intended to provide uninterrupted power and service for Netsmart clients. The NPDC are designed to significantly reduce client downtime and operates under supervision twenty-four (24) hours per day, seven (7) days per week (24 x 7), every day of the year. The NPDC houses all data center equipment, including hosted computing equipment, network equipment, and security equipment. Data center monitoring systems include fire protection (detectors, sprinklers, and dry agent), mechanical systems, camera recording systems, entry alarms, electrical systems, generator operations, water detection systems, and card access control/biometric access controls. Netsmart engineers observe systems 24 x 7 and report alarms as needed. The following table sets forth the responsibilities of Netsmart and Client regarding the physical facilities:

No.	Table 1: Facility Responsibility Description	Netsmart NPDC	Client
1.1	<b>Environment</b>		
1.1.1	Provide the NPDC facility required to host the computing and network environment	X	
1.1.2	Provide the NPDC equipment and third party software	X	
1.1.3	Manage, monitor and control the NPDC	X	
1.1.4	Provide any applicable UPS/temperature-controlled environment for Netsmart provided equipment needed at Client site (e.g. network equipment, etc.)		X
1.1.5	Provide appropriate rack space for Netsmart provided equipment at the Client site, if applicable		X
1.2	<b>NPDC Facility Management and Monitoring</b>		
1.2.1	NPDC power monitoring for generators - *	X	
1.2.2	Monitoring of chiller system for pressure, temp, alarm and standby - *	X	
1.2.3	Monitoring of electrical room for moisture, UPS availability - *	X	
1.2.4	Monitoring of NPDC data center air-conditioning units, including air conditioning, power, moisture, humidity and temperature - *	X	
1.2.5	Monitoring of NPDC Auto Transfer Switches. Monitors and activates UPS/generator system as incoming power dictates - *	X	
1.2.6	Monitoring and control of the NPDC environment - *	X	
1.2.7	Facility operation and maintenance - *	X	
1.3	<b>NPDC Physical Security</b>		
1.3.1	Camera monitoring is provided throughout the Data Center and exterior entries. Multiple cameras provide views of the Data Center and all access points, which are visible at all times to the on-site operators. All cameras continuously record to tape for future viewing and investigation - *	X	
1.3.2	All primary doors are controlled by card access with biometric readers in high-security areas. Multiple access points must be crossed to access the Data Center floor - *	X	
1.3.3	All secured doors are electronic fail-secure strikes. All door hardware and Monitoring are backed by emergency power - *	X	



Scope of Services

1.3.4	Access to host facility is site-restricted via ACL's which are controlled by Netsmart's security personnel	X	
1.3.5	Entry/exit points of service center are monitored via closed-circuit television-	X	

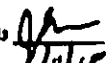
B. Network Operations. As part of the NPDC Services, Netsmart will provide and manage many aspects of the communications between the NPDC and the Client networks. Each section below describes a unique aspect of the network infrastructure. There are three separate networks that must work together in unison to provide seamless application delivery. In addition, each party agrees to perform their respective network operations responsibilities, as set forth in Table 2 below.

1. NPDC Network Operation. The NPDC Network Operations are the network equipment, software, and console systems that support the servers and databases for Client within a facility or facilities that Netsmart manages. Netsmart will provide and operate at the NPDC all network equipment, third party software and console systems to host the Licensed Software, equipment, and certain third party software (collectively, the "Netsmart Environment"). Netsmart will provide a high-availability network designed to remain fully operational in the event of any single equipment failure. Possible points of equipment failure may include routers, switches, load balancers, and firewalls. Netsmart will support, manage, and maintain this equipment and third party software in a manner consistent with vendor specifications and Netsmart best practices. Netsmart will provide network management of all Netsmart-provided network components in the NPDC to maintain the service levels set forth in this Netsmart System Schedule.
2. Netsmart/Client provided Internet Communications. The Internet Communications Network Operations are the communications infrastructures that include primary and secondary communications circuits between the NPDC and the Internet, and from the client LAN/WAN to the Internet. The Netsmart circuits will be provisioned in a manner that maximizes existing physical circuit diversity from a variety of Internet backbone providers, at both data center environments. This process does not guarantee physical diversity; but rather provides the best practice for obtaining physical diversity. The Netsmart Internet circuits will be sized in accordance with Netsmart best practices for appropriate bandwidth, quality of service and responsiveness. Some metrics that may be used for sizing include active concurrent users, number and volume of interface traffic, number and volume of print activities, etc. All Netsmart-side circuit provisioning and management will be the responsibility of Netsmart in conjunction with Netsmart's third party communications carriers. All communications equipment necessary to terminate these WAN circuits will be provided and managed by Netsmart. The equipment may include routers, switches, firewalls, out-of-band-management consoles and power reboot switches as well as CSU/DSU circuit termination equipment. All client-side circuit provisioning and management will be the responsibility of the client. All communications equipment necessary to terminate these Internet circuits will be provided and managed by the client. The equipment may include routers, switches, firewalls, out-of-band-management consoles and power termination switches as well as CSU/DSU circuit termination equipment. Netsmart will assist Client in troubleshooting Internet issues that may involve Client's network or client's Internet provider; however, Netsmart reserves the right to charge for the time, materials and travel and related expenses involved in resolution of problems that are determined to originate within Client's network.
3. Client provided LAN/WAN. Client LAN and Client WAN will consist of any communications circuits, WAN termination equipment and LAN equipment not provided by Netsmart. These circuits and equipment will be managed and maintained by Client. Netsmart will assist Client in troubleshooting issues that may involve Client's network; however, Netsmart reserves the right to charge for the time, materials and travel and related expenses involved in resolution of problems that are determined to originate within Client's network.
4. Netsmart Provided MPLS Connectivity. Client location will be provided (2) routers for connection to Netsmart Technologies' MPLS network from client's internal network. An MPLS circuit will be installed at the client location from (2) diverse carriers. Both circuits will be identical in capacity and not less than 20MB per circuit.

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- C. Systems Management. As part of the NPDC Services, NetSmart will provide systems management services for the management, security and performance of the computing systems required to operate the Licensed Software. The "back-end system" includes third party software, certain Sublicensed Software, and host nodes running the Licensed Software database. This aspect of the back-end system also includes the storage

  
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Contractor Initials

Exhibit C

NetSmart

No.	Network Operations Responsibility Description	NetSmart NPDC	Client
2.1	NPDC Network Operations		
2.1.1	All required network equipment within the NPDC, such as routers, switches, load balancers and consoles	X	
2.1.2	Network management of equipment and third party software, including routers, switches, load balancers and firewalls	X	
2.1.3	Redundant power circuits and power distribution	X	
2.1.4	24 x 7 x 365 network support with level 2 and 3 backup available by pager	X	
2.1.5	Monitoring NetSmart-provided applications response time, including round trip latency from NetSmart's Internet providers	X	
2.1.6	Network management, support, installation, and configuration of NetSmart-provided WAN circuits and WAN equipment	X	
2.2	NetSmart/Client provided Internet Communications Network Operations		
2.2.1	Communications circuit(s) from the NPDC to Internet Backbone	X	
2.2.2	Network management including Monitoring systems, device management and polling systems	X	
2.2.3	Monitoring of NetSmart-provided network routers, including utilization, memory, exception reporting, syslog, configuration management and ACL hierarchies	X	
2.2.4	Monitoring of NetSmart-provided WAN links up/downs, error thresholds, bandwidth, and CIR packet flows	X	
2.2.5	Communications circuit(s) from the CLIENT to Internet Backbone	X	
2.2.6	Network management including Monitoring systems, device management and polling systems	X	
2.2.7	Monitoring of client-provided network routers, including utilization, memory, exception reporting, syslog, configuration management and ACL hierarchies	X	
2.2.8	Monitoring of Client Gateway up/downs, router, switch, power	X	
2.3	Client LAN/WAN Operations		
2.3.1	Network management, support, installation, and configuration of Client provided WAN circuits and WAN Equipment	X	
2.3.2	Network management, support, installation, and configuration of Client LAN Infrastructure	X	
2.3.3	Management of network printers, terminal servers, PCs, terminals or other Client-side equipment	X	



**Plexus Cloud -Avatar  
Scope of Services**

The back end also include the required operating systems ("OS") and layered products necessary for the System to operate. The computing system includes the back-end system and the front-end application server resources necessary to provide access to the System and executes the Licensed Software and server requirements to facilitate printing (excluding Client print servers required for end on Client LAN). The computing system includes management and Monitoring systems and software to monitor and report on system health, security, capacity and availability.

The front-end system includes the required OS and layered-product licenses (necessary for the System to operate. The system management services include the responsibility for the equipment and third party software maintenance of the computing system and associated infrastructure in accordance with manufacturer-recommended and supported practices. In addition, such services include processes and resources to monitor the computing systems and to report and alert on compromised system health, security, capacity, and availability. Furthermore, Netsmart will:

- Meet or exceed contracted performance, capacity, and System Availability (as defined below) levels using the appropriate management methodologies, resources, and tools for the Netsmart Environments
- Provide System performance Monitoring and tuning
- Provide System capacity analysis and planning
- Provide storage management for all the in-scope environments
- Use and adhere to documented change management processes and procedures
- Use and adhere to documented problem management processes, procedures and escalation guidelines
- Provide and monitor mutually agreed-upon security functions in conjunction with Client's security officer and in accordance with documented security policies

In addition, each party agrees to perform their respective systems management responsibilities, as set forth in Table 3 below:

No.	Table 3: Systems Management Responsibility Description	Netsmart NPDC	Client
3.1	Equipment and Third Party Software Acquisition and Provisioning		
3.1.1	Provide back-end computing systems consisting of CPU, memory and data storage required to operate the in-scope environment(s)  Back-end computing systems will be provided in accordance with obligations set forth in this Netsmart System Schedule and certified by Netsmart Engineering	X	
3.1.2	Provide OS and layered-product software licenses for back-end systems required to operate the in-scope environment(s)	X	
3.1.3	Purchase of database Sublicensed Software and ongoing Sublicensed Software Maintenance fees	X	
3.1.4	Provide front-end computing systems necessary to facilitate Client access to their specific in-scope environment(s)  Front-end computing systems will be provided in accordance with obligations set forth in this Netsmart System Schedule and certified by Netsmart Engineering	X	
3.1.5	Provide OS and layered-product software licenses for front-end systems required to operate the in-scope environment(s)	X	
3.1.6	Provide systems and third party software necessary for Netsmart to manage and monitor back-end and front-end systems	X	
3.1.7	Provide front-end servers required to facilitate printing from the in-scope environment(s), excluding Client-specific print servers required for local printing on Client site	X	

NetSmart

Item #	Description	Contractor Initials	Completion Date
3.1.8	Provide systems required for Client local printing from Avatars and non-Avatar applications	X	
3.1.9	Provide systems required for Client access to Client's LAN (e.g. local authentication, primary/backup domain controllers) and other non-Avatar functionality	X	
3.1.10	Provide front-end computing systems necessary to facilitate local Client Licensed Software installation. Computing systems must meet NetSmart minimum system requirements	X	
3.2	Management and Monitoring		
3.2.1	Apply OS and layered-product service packs to front-end and back-end systems as required to maintain system health, security, availability and capacity	X	
3.2.2	Monitor the computing systems (24 x 7) to report and alert on compromised system health, security, availability and capacity	X	
3.2.3	Reboot back-end and front-end computing systems on a recurring schedule to optimize performance of the computing environment	X	
3.2.4	Monitor charging application services (charging and Remote Report Distribution) for successful completion	X	
3.2.5	Resubmit and/or reroute any failed print jobs	X	
3.2.6	Provide OS and layered-product software licenses for front end systems required for a local Avatar application installation (Windows, Cyber)	X	
3.3	Security Administration		
3.3.1	Provide system third party software and equipment security controls	X	
3.3.2	Monitor System security errors, exceptions and attempted violations as dictated by standard procedures	X	
3.3.3	Host facility physical security measures and controls	X	
3.3.4	Secure backup media with check-in and check-out procedures	X	
3.3.5	Store Client's backup media in a manner that will protect the confidentiality of the data stored on them and ensure that such data remain Client's property	X	
3.3.6	Run and monitor continuous intrusion detection software on both host and network-based systems	X	
3.3.7	Provide secure environment for on-site and off-site storage for backups	X	
3.3.8	Virus detection and correction as required	X	
3.3.9	Provide corporate IT Security Manager to monitor and enforce security procedures and resolve exception report issues	X	
3.3.10	Provide logical security using lockdown procedures post production	X	
3.3.11	Assign and manage accounts for Client users to access systems	X	
3.3.12	Provide an annual Letter of Attestation verifying performance of a third party penetration test of the entire system and compliance with required security standards	X	
3.3.13	Designate assigned security representative to ensure personnel have appropriate access and be responsible for review of access controls, etc.	X	

Scope of Services

Plexus Cloud - Avatar

Attachment H

Technologies

NetSmart



3.4.1	Provide adequate licenses for third party products used to augment Avatar functionality  Third-party products will be implemented in accordance with obligations set forth in the contract and certified by Netsmart Engineering		X
3.5	Miscellaneous Technologies Selection, Deployment and Management		
3.5.1	Provide, configure, host and manage other non-Avatar resources deployed to augment Avatar functionality (excluding those which have not been identified as Netsmart Avatar technology partners)  Resources excluded may consist of, but are not limited to, biometric authentication application and database servers, and medical encoding application and database servers	X	
3.5.2	Select peripheral technologies certified by Netsmart and consult with Netsmart Technical Project Manager prior to final selection  Peripheral technologies consist of PCs, thin client devices, hand-held devices, printers, document scanners, and barcode scanners  Netsmart is responsible for providing Client with a list of validated devices, and Client is responsible for making their selection and verifying with the TPM that it is valid according to the list provided	X	X
3.5.3	Procurement and deployment of peripheral technologies in accordance with Netsmart-certified configurations		X
3.5.4	Peripheral devices configuration, management and maintenance (Web browser configuration, connectivity, rebooting, paper, toner, paper jam, device offline, etc.)		X
3.5.5	Client site peripheral management (adds, moves and changes—some changes may require NPDC assistance to implement)		X
3.5.6	Provide virtual access to peripherals and interfaces as needed to support Client		X

D. **Database Administration.** Netsmart will provide the ability to implement and maintain database access, performance and availability in a consistent and efficient manner across all System environments. Client will maintain the content and integrity of the database. Netsmart will:

- Install and maintain Database Management System ("DBMS") software as defined in Table 4 below
- Provide appropriate database management methodologies, resources and tools to manage, troubleshoot, back up and recover the database environments.
- Monitor and report on database performance and capacity
- Provide DBMS storage management
- Monitor and manage database security
- Maintain offsite backup of the System and Client data (the offsite media backup will operate and perform in a manner comparable to NPDC with respect to both System and Client data)

In addition, each party agrees to perform their respective database administration responsibilities, as set forth in Table 4 below.



No.	Database Administration Responsibility Description	NetSmart	Client
4.1	Software installation and Upgrade		
4.1.1	Installation, management, and upgrading of third party database software necessary to support the Licensed Software.	X	
4.1.2	Certification of application environment other database or other upgrades		X
4.2	Performance Management and Monitoring		
4.2.1	Monitor database alert logs	X	
4.2.2	Monitor database number of objects remaining	X	
4.2.3	Monitor database freespace	X	
4.2.4	Monitor database freespace deficits	X	
4.2.5	Monitor database instance status	X	
4.2.6	Monitor database lock conflicts	X	
4.2.7	Monitor space available in tablespaces	X	
4.2.8	Monitor status of database listeners	X	
4.2.9	Reorg/defragment database objects/tablespaces	X	
4.2.10	Analysis and bring of any custom scripts developed by Client or third party		X
4.2.11	Monitor basic database performance characteristics such as I/O	X	
4.2.12	Monitor and manage the end tablespace	X	
4.3	Backup, Restore and Recovery		
4.3.1	Perform system backups as specified in standard backup procedure	X	
4.3.2	Media rotation	X	
4.3.3	Verify backup logs	X	
4.3.4	Maintain and document backup requirements	X	
4.3.5	Coordinate offsite storage functions, including logging, tracking, labeling, ordering, receiving and sending storage media	X	
4.3.6	Restore System data as required	X	
4.3.7	Define System-wide recovery and backup requirements	X	
4.3.8	Schedule and test routine recovery procedures	X	

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4.3.9	Perform the required frequency of replacement for all media in storage	X	
4.3.10	Backup of Client-based PCs and servers		X
4.3.11	Verification of restored environment		X

E. **Applications Management.** Applications Management services are the services required to manage the Licensed Software application level of the System. As part of the NPDC Services, Netsmart's primary function with respect to Applications Management is in the areas of service package management, application server management, and monitoring and reporting on application processes. Each party agrees to perform their respective Applications Management responsibilities, as set forth in Table 5 below. Netsmart will upgrade the System as required to keep Client on a supportable release; but not more frequently than limit set forth in the scope of use table above. Specific service packages will be made available as required to address a medical need, financial need or regulatory requirement. Client will, at its own expense, support, manage and provide training for all Licensed Software, including without limitation all maintenance and build activities related to production financial and clinical applications and Licensed Software upgrades. Client agrees to use "superusers" to provide Licensed Software management support.

No.	Table 5: Applications Management Responsibility Description	Netsmart NPDC	Client
6.1	Service Package Management		
5.1.1	Load patches and Service Packages as required to meet contractual agreements	X	
5.1.2	Installation of New Releases on a periodic basis, subject to notice and approval by Client. (Frequency as set forth in the scope of use limit section above)	X	
5.1.3	Perform back-end special instructions for service package loads	X	
5.1.4	Perform front-end special instructions for service package loads	X	
5.1.5	Support applications testing by providing a certification domain to Client as required to support contractual commitments	X	
5.1.6	Monitor Licensed Software notifications for issues related to patient care, financial burden, or performance		X
5.1.7	Request patches & service packages as needed to keep the System at a supportable level (as defined above)		X
5.1.8	Perform application special instructions for service package loads as needed		X
5.1.9	Perform service package certification guidelines as needed		X
5.1.10	Test service packages /application enhancements, fixes and upgrades and assure the integrity of the resulting data. Client is responsible for final signoff		X
5.1.11	Perform and manage the process for local installations of the Licensed Software application on Client PCs		X
6.2	Monitoring tasks		
5.2.1	Monitor Application Servers for appropriate number of up/downs	X	
5.2.2	Monitor orphaned journal transactions	X	
5.2.3	Monitor Avatar System Access logs and perform maintenance		X



**Plexus Cloud -Avatar**  
Scope of Services

5.2.4	Verify client record status		X
6.3	Audit reports and logs		
5.3.1	Review/monitor audit reports and logs		X
6.3.2	Perform Client audits/reports/tools		X
6.4	User accounts		
6.4.1	Establish ongoing setup and maintenance of user accounts for Licensed Software products		X
5.5	Maintenance Activities		
5.5.1	Cycle Application Servers as needed	X	
5.5.2	Perform event code/event set changes as required		X
5.5.3	Provide and maintain application-specific security such as task access, positions, and role setup		X
5.5.4	Train end users on application		X
5.5.5	Maintain change management of all local installations of the Licensed Software applications on Client PCs		X
5.6	Avatar Software Operations		
5.6.1	Perform Daylight Savings Time management activities	X	
5.6.2	Notify Client help desk of issues found that affect service	X	
5.6.3	Set up and review purges and operations jobs		X
5.6.4	Run/review Licensed Software operations		X
5.6.5	Add/remove operations jobs		X
5.6.6	Monitor operations for successful completion		X
5.6.7	Restart production jobs as required		X

F. Interface Management. Interfaces include both medical device interfaces ("MDI") and foreign system interfaces ("FSI") that reside on the System. Each party agrees to perform their respective Interface Management responsibilities, as set forth in Table 6 below.

No.	Table 6: Interface Management Responsibility Description	Netsmart NPDC	Client
6.1	Monitoring		
6.1.1	Monitor Netsmart outbound interface queue counts and over-threshold alarms	X	
6.1.2	Monitor and cycle inbound interfaces as required to establish connections or start transactions sending		X
6.1.3	Monitor Netsmart inbound cycle times over-threshold alarms	X	
6.2	Management		
6.2.1	Notify Client help desk of issues found that affect service	X	
6.2.2	Notify Netsmart Hosting Support when cycling interface/VPN's or of known ups/downs		X
6.2.3	Review system access logs		X

6.2.5	Review error logs		X
6.2.6	Notify Netsmart's Hosting Support of issues found that affect service		X

G. **Administration.** Each party agrees to perform their respective administrations responsibilities, as set forth in Table 7 below.

- Change Management.** Netsmart and Client will follow a formal process for changes that could affect the hosted System. Netsmart will provide a copy of the change management procedure to Client. This process (i) ensures that changes occur in a controlled environment so that all parties understand the potential impact of an impending change, and (ii) identifies potentially affected systems and processes prior to implementation of the change(s). Client must authorize all changes that affect production domains as specified in the standard change management procedure. Client agrees to cooperate with Netsmart in connection with providing reasonable and appropriate maintenance windows and participating in the testing as reasonably required.
- Problem Management.** Problem management is the identification, assessment of impact, reporting, tracking, escalation, notification, and resolution of problems that occur in the NPDC. Client is responsible for maintaining a staffed help desk that will provide the first line of support for users and data coordination calls. This line of support must be able to distinguish application issues versus connectivity or infrastructure issues. In addition, the use of "superusers" at Client site should be maintained to address application-specific issues.
- Audit.** Upon written notice from Client to Netsmart's VP of Hosting/Systems Engineering, Netsmart will permit access to the NPDC and processing environment for Client's auditors and/or an independent third party retained by Client. Client will provide Netsmart's VP of Hosting/Systems Engineering an audit agenda two (2) weeks prior to audit date. Any such audit conducted by Client auditors and/or an independent third party auditor retained by Client shall be limited to one (1) audit per calendar year. Netsmart shall provide reasonable support and assistance during any such audit(s) to include preparation, pre-audit events and 1 business day of physical NPDC access. Netsmart will conduct a periodic independent audit (internal or third party) of the NPDC operating environment in accordance with applicable standards. Questions regarding NPDC audits should be directed to Netsmart's VP of Hosting/Systems Engineering.

No.	Table 7: Administration Responsibility Description	Netsmart NPDC	Client
7.1	Change Management		
7.1.1	Provide and maintain an automated change management system for the centralized reporting and tracking of changes made by Netsmart personnel	X	
7.1.2	Provide a weekly Avatar patching maintenance window		X
7.1.3	Allow for a monthly global maintenance window		X
7.1.4	Notify Netsmart of planned outages on Client side		X
7.1.5	Designate at least two individuals responsible for signing change forms		X
7.1.6	Notify Netsmart of changes to Client environment		X
7.1.7	Certify ALL changes prior to moving them to production		X
7.1.8	Test application enhancements, fixes, and upgrades and assure the integrity of the resulting data		X
7.1.9	Provide sufficient advance notice (6 months) to Netsmart of material changes to Client growth (e.g., order volumes, users)		X
7.2	Problem Management		



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7.2.1	Provide and maintain a method for proper escalation of problems within Netsmart hosting management	X	
7.2.2	Log all incidents and problems in accordance with documented processes.	X	
7.2.3	Maintain ownership of all problems related to Netsmart services through closure or until agreement that the problem is not within Netsmart's scope of responsibility	X	
7.2.4	Provide appropriate contact numbers or other information necessary to communicate with key NPDC support staff	X	
7.2.6	Perform post-mortem reviews on problems that affect service level standards, including root cause analysis if possible.	X	
7.2.8	Notify Netsmart's hosting support desk of issues found that affect service	X	
7.2.7	Staff operations 24 x 7	X	
7.2.8	Provide on-call technical staff 24 x 7	X	
7.2.9	Ensure proper notification and escalation in accordance with standard operating procedures	X	
7.2.10	Maintain Client help desk to provide first line of support for Users		X
7.2.11	Identify applications issues versus connectivity issues		X
7.2.12	Provide and maintain a method for proper escalation of problems within Client's management		X
7.2.13	Assign IT Coordinator for primary contact by Netsmart technology group as per Netsmart standard escalation procedures		X
7.3	Service Management		
7.3.1	Provide system availability reporting	X	
7.3.2	Create incident reports for outages	X	
7.3.3	Maintain inventory of installed products	X	
7.3.4	Provide statistics and management reports to Client on a regular basis as detailed in the procedures manual	X	
7.3.5	Provide Client with detailed reporting and statistics on reported problems	X	

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NETSMART HOSTING CLOUD REQUIREMENTS

Attachment 1

HOSTING-CLOUD REQUIREMENTS		Vendor	
Req #	Requirement Description	Criticality	Vendor Response
			Comments

OPERATIONS

H1.1	Vendor shall provide an ANS/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) multiple independent distribution paths serving the IT equipment; 2) All IT equipment must be dual-powered and fully compatible with the topology of a site architecture and 3) Conduits with interconnectable and interstructure with expected availability of 99.982%.	M	Meet	Flexus Cloud consists of fully redundant Tier 3 data centers with SSAE18-certified operators in Kansas and Ohio. The facilities are specifically designed to provide technologically-advanced hosting of mission-critical hosted and on-demand applications. These feature a 2X double-redundant framework, where each site is comprised of an extensive, secured, raised-floor area sectioned off into individual cages environments. Including two dedicated to NetSmart. The NetSmart environment has double-redundant power feeds, cooling, and redundant Internet connections on multiple Internet backbone Service Providers. The data center connectivity has four separate providers with multiple demarcation points into the location. NetSmart contracts with multiple broadband providers and includes redundant routers and connectors into our facilities for every client. There are multiple paths into the facilities, so that if one provider has an issue, another is able to support the traffic. NetSmart has burstable and dedicated pipes into the data center to support the needs of NetSmart's clients.
H1.2	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 logs.	M	Meet	NetSmart provides all infrastructure necessary to connect to, run and manage the EHR application. NetSmart supports individual user name/password by default and has an optional add-on to support LDAP authentication to Microsoft Active Directory. The NetSmart solution includes role-based access control at the screen / field level.
H1.3	The Data Center must be physically secured - restricted access to the site to personnel with controls such as biometric, badge, and other 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.	M	Meet	NetSmart's Tier 3 Data Center meet these requirements.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Meet	NetSmart has monthly maintenance windows in which server patches are applied. If deemed critical, patches can/will be done within 60 days of release.
H1.5	Vendor shall monitor System, security, and application logs.	M	Meet	NetSmart utilizes a robust system, security and application logs.
H1.6	Vendor shall manage the lifecycle of data resources.	M	Meet	NetSmart's hosted environment is a single tenant environment. No sharing of resources is utilized.

NetSmart

Exhibit 1

Contractor Label

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Attachment I  
NETSMART HOSTING CLOUD REQUIREMENTS

H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Meet		NetSMART performs daily, weekly, Monthly, quarterly, and yearly backups. NetSMART manages off-site data storage and restore operations.
H1.8	The Vendor shall monitor physical hardware.	M	Meet		Hardware is monitored 24x7x365. NetSMART has proactive monitoring in place which will alert when certain thresholds are met (examples: storage at x% full, cpu at x%).
H1.9	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, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Meet		Access to hosted systems can be obtained through MPLS, VPN, and internet connections based on the client's requirements.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Meet		By policy, NetSMART actively notifies clients immediately upon any known risks to their protected health information, including security vulnerabilities found in the system. Any identified issues trigger the NetSMART Security Incident Response Team program (SIRT) which begins with our 24x7x365 staffed NetSMART Operations Center.

DISASTER RECOVERY					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H2.1	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.	M	Meet		NetSMART has policy, process and procedures defining business continuity and disaster recovery aligned to NIST 800-34.
H2.2	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.	M	Meet		NetSMART has policy, process and procedures defining business continuity and disaster recovery aligned to NIST 800-34.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Meet		NetSMART manages all scheduled backups (Daily, Weekly, Monthly, Quarterly, and Yearly) as well as all off site data storage and restore operations.
H2.4	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.	M	Meet		Multiple copies of the data are taken and retained on the following schedule: <ul style="list-style-type: none"> <li>o Daily backups: 28 days</li> <li>o Weekly backups: 4 weeks</li> <li>o Monthly backups: 3 months</li> <li>o Quarterly backups: 1 year</li> <li>o Yearly backups: indefinitely or 1 year after contract termination</li> </ul>
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differentials backup daily, and complete backup weekly.	M	Meet		NetSMART manages all scheduled backups (Daily, Weekly, Monthly, Quarterly, and Yearly) as well as all off site data storage and restore operations.

NetSMART

Exhibit I

Contractor Initials

*[Signature]*

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Date

*[Signature]*

Attachment I  
NETSMART HOSTING CLOUD REQUIREMENTS

H2.6	Tapes or other back-up media tapes for all must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Meet		Netsmart utilized Avamar and Data Domain for site to site replication. SAN Replication is continuous throughout the day.
H2.7	Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the 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.	M	Meet		Agreed
<b>HOSTING SECURITY</b>					
<b>State Requirements</b>			<b>Vendor</b>		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Meet		Netsmart leverages multiple layers of controls to ensure security, confidentiality and availability of system data, including but not limited to: encryption in transit, encryption at rest, and a robust information security management system (ISMS). All data is encrypted in transit using TLS and data at rest is encrypted with the FIPS 140-2 compliant EMC Symetrix Data At Rest encryption solution. TLS 1.1 is used for hosted environments from the client browser to the F5 load balancer. There are additional layers of encryption/TLS between the different applications, middleware, servers, and other system components.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Meet		Netsmart leverages multiple layers of controls to ensure security, confidentiality and availability of system data, including but not limited to: encryption in transit, encryption at rest, and a robust information security management system (ISMS). All data is encrypted in transit using TLS Version 1.1 and data at rest is encrypted with the FIPS 140-2 compliant EMC Symetrix Data At Rest encryption solution.
H3.3	All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-tracker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Meet		Netsmart has a security team on staff that ensures all servers and devices are current on the latest anti-viral, anti-tracker, anti-spam, anti-spyware, and anti-malware utilities. Netsmart hires outside consultants to review our security policies and procedures which includes penetration testing to our environment to ensure vulnerabilities are identified and rectified.



Attachment I  
NETSMART HOSTING CLOUD REQUIREMENTS

H3.4	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.	M	Meet		NetSmart hires outside consultants to review our security policies and procedures which includes penetration testing to our environment to ensure vulnerabilities are identified and rectified  NetSmart uses the information risk assessment processes described by NIST SP 800-30 to determine what information security controls from the HIPAA Security Rule they must apply so that the risks to ePHI are reasonable and appropriate. (45 C.F.R. § 164.308(a)(1)(ii)(A)).
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Meet		Agreed
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor's hosting infrastructure and/or the application upon request.	M	Meet		NetSmart can authorize the State to perform both scheduled and random security audits. Notification and coordination of random vulnerability assessments will be most effective as NetSmart's proactive security defenses will limit the efficacy of any testing without whitelisting.
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Meet		Agreed
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Meet		Agreed, our Avator hosted environment is built on standardized hardened OS images. We based our Operating System hardening guidelines on a subset of CIS security benchmarks for RHEL.
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Meet		Agreed
H3.10	The Vendor 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.	M	Meet		Liabilities are defined in the Master Services Agreement, Maintenance and Support agreement, and NetSmart Hosting Addendum.

**SERVICE LEVEL AGREEMENT**

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Meet		Agreed
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing,	M	Meet		Agreed

NetSmart

Exhibit I

Contractor Initials 

Contract #2016-32

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Date 6/4/16

Attachment I  
NETSMART HOSTING CLOUD REQUIREMENTS

	upgrades and fixes as required.				
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Meet		Agreed
H4.4	All hardware and software components of the Vendor, 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.		Meet		NetSmart will maintain the hardware and software as outlined in accordance with the specifications, terms, and requirements. NetSmart generally operates on no more than a three year refresh cycle. Patches are applied within 60 days. NetSmart has the ability to deploy rapid patches for high priority/critical vulnerabilities across devices, applications and systems.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm, Monday thru Friday EST.	M	Meet		NetSmart's Hosted environment is supported 24x7x365. Cases can be generated via phone, email, and our client portal at any time.
H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical; does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o 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 but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o 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.</li> </ul>	M	Meet		This information is defined and contracted as a part of the Master Contract Agreement Maintenance and Support Agreement, Exhibit G.

*[Signature]*  
Date 6/14/18

Attachment I  
NETSMART HOSTING CLOUD REQUIREMENTS

H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic services, within four (4) business hours of a request. b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Meet	This information is defined and contracted as a part of the Master Contract Agreement Maintenance and Support Services 2016-032 Exhibit G.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Meet	Agreed
H4.9	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.	M	Meet	The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM - 5:30AM EST.
H4.10	If the Vendor is unable to meet the uptime requirement, the Vendor 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.	M	Meet	Liabilities are defined in the Master Services Agreement, Maintenance and Support agreement, and Netsmart Hosting Addendum.
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Meet	Netsmart utilizes ITSM for policies and procedures and ServiceNow for tracking changes and outages
H4.12	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.	M	Meet	This is under the Maintenance Support Definition - a business function is not necessarily a PO. Netsmart definitions for incidents are as follows: 0 - Critical = Multiple work groups cannot work at all 1 - High = Multiple work groups have their work disrupted or delayed; Single work group cannot work at all 2 - Moderate = Multiple work groups have minor inconvenience; Single work group work is disrupted or delayed; Single user cannot work at all 3 - Low = Single work group has minor inconvenience; Single user has their work disrupted or delayed 4 - Minor = Single user has

Netsmart

Exhibit I

Contractor Initials

Contract #2016-32

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Date

*[Signature]*  
6/4/18

Attachment I  
**NETSMART HOSTING CLOUD REQUIREMENTS**

				<p>minor inconvenience          As an example, if a software feature of myAvatar is not working - such as field not working, tabbing to a new page not working, that would not classify as a P0.</p>
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Meet	<p>NetSmart will provide information on activities upon request. This will be provided through an assigned New Hampshire Solution Delivery Manager.</p>
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Meet	<p>Updates/Upgrades for the CareRecord would be scheduled and coordinated with the Service Delivery Manager from the Plexus Cloud Hosting team who will be assigned to your account. We usually recommend getting your request to the SDM one month in advance. In the instance where a critical update/fix is required, your SDM would coordinate with you to determine the best time to schedule applying it.</p>

39 mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

133 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 22, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, New Hampshire Hospital to amend a sole source agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211, for the provision of hardware, licensed software and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution by increasing the price limitation by \$756,042 from \$2,750,660 to \$3,506,702 effective upon Governor and Council approval. The contract completion date of November 30, 2021 remains unchanged. Governor and Executive Council approved the original agreement on November 4, 2015 (item #9) and the first amendment December 21, 2016. Governor and Executive Council also approved the transfer of \$660,000 from DHHS on April 19, 2017, into DoIT on May 3, 2017 to support this amendment. Funds are 29% Federal Funds, 39% Other Funds, and 32% General Funds.

Funds are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 through Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-94-940010-6272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH Electronic Health Record Pharmacy and Scanning Module (60% Federal Funds, 40% General Funds)

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2016	034/500099	Major IT Systems	\$420,415	\$0	\$420,415
		Sub Total	\$420,415	\$0	\$420,415

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS (29% Federal Fund, 39% Other Funds, 32% General Funds)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	038/509038	Technology - Software	\$173,949	\$660,000	\$833,949
2018	038/509038	Technology - Software	\$305,942	\$0	\$305,942
2019	038/509038	Technology - Software	\$321,239	\$0	\$321,239
2020	038/509038	Technology - Software	\$337,301	\$0	\$337,301
2021	038/509038	Technology - Software	\$354,166	\$0	\$354,166
2022	038/509038	Technology - Software	\$154,948	\$0	\$154,948
		<b>Sub Total</b>	<b>\$1,647,645</b>	<b>\$660,000</b>	<b>\$2,307,645</b>

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider Fees) & 32% General Funds)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	022/500257	Rents, Leases, Other than State	\$69,427	\$0	\$69,427
2018	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2019	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2020	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2021	022/500257	Rents, Leases, Other than State	\$138,854	\$17,294	\$156,148
2022	022/500257	Rents, Leases, Other than State	\$57,857	\$7,204	\$65,061
		<b>Sub Total</b>	<b>\$682,700</b>	<b>\$76,380</b>	<b>\$759,080</b>

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider Fees) & 32% General Funds)**

State Fiscal Year	Class /Object	Class Title	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102/500731	Contracts for Prog Svc	\$0	\$19,662	\$19,662
		<b>Sub Total</b>	<b>\$0</b>	<b>\$19,662</b>	<b>\$19,662</b>
		<b>TOTAL</b>	<b>\$2,750,660</b>	<b>\$756,042</b>	<b>\$3,506,702</b>

### EXPLANATION

The requested action is a sole source amendment to the original contract approved by G&C November 4, 2015. Because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services to complete the integration of the various software products. New Hampshire Hospital currently uses, or is in the process of implementing, the following integrated Netsmart products:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)

The contract approved November, 2015 added:

- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The amendment approved December, 2016 added:

- Automated Medicine Dispensing for the Closed Loop Medicine Management System

The requested action adds the implementation of and support for pharmacy bar code scanning and printing, training, report design and development, business workflow assessment and improvements and onsite support during the days following implementation. It also adds the capability for New Hampshire Hospital to send and receive direct, secure patient information to and from medical and mental health providers, minimizing the need to print, fax, and/or mail patient information.

New Hampshire Hospital has invested in Netsmart Technologies licensed software and services to implement an integrated electronic health record, pharmacy order entry and fulfillment, pharmacy management, document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows supported by the integrated solution. All Netsmart solutions implemented by New Hampshire Hospital are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution will support continued Joint Commission accreditation and increase the quality of patient care and coordination.

New Hampshire Hospital did not seek to competitively bid this amendment because the hospital is presently in the midst of a multi-phase implementation that includes the scope of the original contract. Once the implementation is completed, the anticipated benefits of the integrated solution will begin to be realized.

With this amendment New Hampshire Hospital will have an operational, fully integrated medical record, closed loop medical management system and the ability to interact with community providers and hospitals through secure, direct messaging. This will enable New Hampshire to satisfy the goals of the implementation, which are to:

- Improve Patient Care and Safety: All staff involved in the care of the patients will have access to parts of the patient records critical to their area of responsibility. Information within the record will be current and quickly accessible. Treatment plans and orders will be clear and easily understood.
- Streamline business and patient care processes: By reducing duplication of effort and data capture, validation of handwritten orders and treatment notes, waiting for or locating paper information and patient charts.

- Evidence Based Outcomes: Measures integrated into the system will provide proven and effective direction for treatment planning, medication management, and discharge planning. Specific data collected over a period of time, across a number of patients, will be processed, evaluated and compared to best practices measuring treatment effectiveness.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital may be unable to achieve complete execution of a fully-integrated electronic medical record and closed Loop Medication Management Solution which could result in a reduction of federal reimbursements.

Area Served: New Hampshire Hospital.

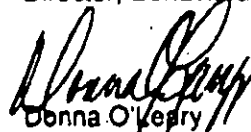
Source of Funds: 01-03-03-030010-7695: 29% Federal Funds, 39% Other Funds, and 32% General Funds; 05-95-94-940010-8750: 29% Federal Funds (Social Security Act, Section 1923, Payment for Inpatient Hospital Services Furnished by Disproportionate Share Hospitals), 39% Other Funds (Provider Fees) & 32% General Funds, 05-95-94-940010-8750: 29% Federal Funds, 39% Other Funds, and 32% General Funds.

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

Respectfully Submitted,



Katja S. Fox  
Director, Behavioral Health



Donna O'Leary  
Chief Information Officer

Approved by:



Jeffrey A. Meyers  
Commissioner

2016-032A, RID #20495





**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/doiit

**Denis Goulet**  
*Commissioner*

May 23, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with Netsmart Technologies, Inc. as described below and referenced as DoIT No. 2016-032B.

The purpose of this amendment is for the provision of hardware, licensed software and professional services as part of the New Hampshire Hospital Electronic Health Record, Pharmacy Management and Health Information Technology Solution. The requested action also adds the implementation and support for pharmacy bar code scanning and printing, training, report design and development, business workflow assessment and improvements and onsite support. With this amendment, NH Hospital will have an operational, fully integrated medical record, closed loop medical management system and the ability to interact with community providers and hospitals through secure, direct messaging.

The price limitation will increase by \$756,042 from \$2,750,660 to \$3,506,702 effective upon Governor and Council approval. The contract completion date of November 30, 2021 remains unchanged.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

**Denis Goulet**

DG/ik  
2016-032B, RID #20495

cc: Bruce Smith, IT Manager

State of New Hampshire  
Department of Health and Human Services  
Contract Amendment #2  
2016-032 New Hampshire Hospital – Software & Services

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This 2<sup>nd</sup> Amendment to the New Hampshire Hospital Software & Services contract, (hereinafter referred to as "Amendment 2") dated this 18<sup>th</sup> day of May, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Netsmart Technologies, Inc., (hereinafter referred to as the "Contractor"), a Delaware corporation with offices at 4950 College Boulevard, Overland Park, Kansas 66212.

WHEREAS, pursuant to an Agreement (the "Contract") approved by the Governor and Executive Council, as a result of RFP # 2016-032 on November 4, 2015, Item #9 and again on December 21, 2016, Item #24, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to increase the Price Limitation, and expand the scope of the contract to ensure New Hampshire Hospital staff readiness and a successful transition to the new pharmacy management application, ForConnect, and additional functionality within the electronic health record software, myAvatar, additional Contractor services are required;

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

The Agreement is hereby amended as follows:

1. General Provisions, Form P-37, is hereby amended as follows:
  - 1.1. Block 1.8, Price Limitation shall increase by \$756,042.00 from \$2,750,660.22 to read \$3,506,702.22.
  - 1.2. Block 1.9, Contracting Officer for State Agency shall read: Jonathan V. Gailo, Esq. Interim Director.
  - 1.3. Block 1.10, State Agency Telephone Number shall read: 603-271-8246.
2. Delete Contract Agreement 2016-032 – Part 2 in its entirety and replace with Contract Agreement 2016-032 – Part 2 Amendment #2.
3. Contract Exhibits – In Part 3 Exhibit A, add the following language to Segment 1:

**Additional Services to Implement Computerized Patient Order Entry (CPOE); RxConnect Pharmacy Management and eMAR**

- 1.13 Additional Professional Services  
Netsmart shall provide the following additional services:
  - a) Section 1.13.1, a review or health check of the State's myAvatar system, including myAvatar Practice Management (PM), myAvatar Clinical Workstation (CWS), myAvatar Order Entry (OE), myAvatar eMAR, myAvatar Pharmacy Management System (RxConnect), myAvatar Document Imaging (INOW), and Crystal Reports

State of New Hampshire  
Department of Health and Human Services  
Contract Amendment #2

2016-032 New Hampshire Hospital - Software & Services

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b) Section 1.13.2, additional implementation services for: RxConnect, Document Imaging, eMAR, CPOE, Pharmacy National Drug Code (NDC) functionality, eMAR record scanning, CareConnect, report writing, and post-Go Live deployment support

c) Section 1.13.3, additional training services

Each service is described below.

**1.13.1 Health Check**

The structure of this assessment will be a pre-planning meeting, followed by a two-day onsite meeting, after which the Contractor Consultants will prepare a written report and present the findings to New Hampshire Hospital remotely. The configuration changes will be implemented after the analysis presentation and an agreed upon set of changes has been determined mutually by the Contractor and the State via the change order process. The scope of work for the Health check is comprised of the following components

**(a) Pre-planning**

(1) The State will prepare a list of potential users for review based on their current workflows or issues.

(2) The Contractor will conduct an introductory call with Client to discuss all potential users in need of review and to discuss the onsite review process and logistics. Future goals and direction will also be discussed in order to capture context and align to Client longer term objectives.

(3) The output of the pre-planning phase will be an agreed upon agenda and logistics for the on-site meeting, as well as an agreement by the State to the resources required for the review. The standard agenda topics are listed in Item (3) below.

**(b) Onsite Discovery Session**

(1) The Contractor will provide two (2) Contractor Consultants to perform a two-day onsite discovery session. This session will cover the topics identified by the pre-planning process. The session will be coordinated jointly by the State and the Contractor. The Contractor may request additional Contractor resources attend based on the topics identified during the pre-planning process.

(2) The State will ensure that the appropriate resources are available to meet during the onsite sessions. If there are any time constraints during the 2 days onsite the State will prioritize as they see fit. Any topics not covered in the onsite session will not be considered to be part of the review.

(3) The following topics are typically reviewed, but this list will be mutually agreed to and finalized after the pre-planning process.

**(a) Clinical Workflow / Application**

(i) Review the currently used reports and widgets as well as the need for additional reports and widgets.

(ii) Review current compliance rules for clinical documentation.

(iii) Review Assessments Process

(iv) Review Progress Notes Process

(v) Review Treatment Plans

(vi) Review Orders, Pharmacy and eMAR Process

(vii) Content review

(viii) Release update review

(j) New functionality and related gap review highlighting new functionality as well as functionality commonly used but not in use by the State  
 (k) Identify any potential improvements in workflow.

(c) Analysis and Findings Report

(1) The trip report will follow the onsite session within two weeks of the completion of the session as well as the Contractor's recommendation for any applicable optimization work. The Contractor will provide an assessment of the value and relative prioritization of each recommendation. The Contractor will include in the documentation details of the key decisions made during the consulting visit and all configuration changes that resulted or are suggested as a byproduct of the health check (as well as other recommendations related to system use). These recommendations may include:

- (a) The recommendation to implement unused functionality.
- (b) The recommendation to create custom reports, forms, or widgets.
- (c) The recommendation to change existing workflows.
- (d) Additional end user & system administrator training.

(2) A future-state work flow diagram with descriptive narrative shall be produced or the State's current state work flow diagram will be enhanced to reflect a potential future state.  
 (3) The Contractor and the State will meet within two weeks of the delivery of the trip report and future-state work flow diagram to discuss the Contractor's findings and recommendations and to plan any applicable next steps. This conversation will be conducted via remote meeting at a mutually agreeable time.  
 (4) The Contractor's Project Management will update the current project plan and go-live readiness documents to complete a new implementation schedule.

(d) Optional Change Orders Resulting from Health Check

Health Check recommendations resulting from 5.1 shall be considered optional and implemented at the State's sole discretion using the Change Order process described in Contract Part 2, Section 9, and Change Orders. It is anticipated that the change orders may encompass but not be limited to:

- The order entry process
- The eMAR process
- End-to-end medication management workflow configuration and set-up
- Compliance indicators for Joint Commission standards
- Readiness for deploying automated dispensing machines, including guidance on changes to client policies and procedures

1.13.2 Additional Implementation Services

(i) Report Writing

The Contractor shall provide Crystal report-writing and widget development services via the Change Order process described in Contract #2016-32 Part 2, Section 9, Change Orders, based upon a mutually agreeable schedule. Both parties agree the development schedule has potential to be intensive prior to the Go-Live event so the critical reports and widgets are developed prior to system implementation.

Date: 5-14-2017

State of New Hampshire  
 Department of Health and Human Services  
 Contract Amendment #2  
 2016-032 New Hampshire Hospital – Software & Services

To define the data and format required, NH Hospital staff will utilize the myAvatar Widget and Report Templates provided by the Contractor to populate business requirements, and will submit the completed templates to the Contractor Project manager. The Contractor shall:

- a. Analyze the business requirements and confirm in writing how the Widget or Report design will satisfy the requirements;
- b. Establish a mutually agreeable timeline for delivery of the report or widget to the State for testing;
- c. Develop and unit test the reports and Widgets, and assist the State to resolve defects during State testing activities;
- d. Respond to technical questions while State staff are gathering requirements; and
- e. Provide guidance to the State regarding implications of the report or Widget if the proposed design will negatively impact production system performance during execution
- f. In the event of multiple simultaneous requests, the Contractor and the State will mutually agree upon projected delivery dates and priorities by completing the example Report Writing Schedule:

REPORT NAME	PROJECTED DELIVERY DATE
Report-1	mm/dd/yy
Report-2	mm/dd/yy
Report-n	mm/dd/yy

**(2) Additional Go-Live Support**

During the Go-Live project event, deployment of the system will be made to all the State end-users. The Contractor shall provide:

- a. On-site, on-demand, ad-hoc support and instruction from two (2) subject-matter-experts (SMEs) in the areas of physician, clinician, nursing, and hospital IT roles.
- b. To ensure a smooth transition, this support will commence the first day of Implementation (Go-Live). The Contractor SMEs shall remain on-site for a total of four (4) days post Go-Live to support end-users while they are working on the new System.
- c. Go-live ad-hoc support and instruction will be defined and mutually agreed upon between NHH and Netsmart Project Management prior to Go-Live event. This will include boundaries such as where the Netsmart resources instruction will be conducted, which hospital roles the most need focus, and a training lab office hour schedule if needed.

**(3) Additional Services through Netsmart Client Alignment Organization**

In addition to deliverables carried out by the Contractor's Consulting organization, the Contractor also employs a Chief Medical Officer, Chief Clinical Officer, and Chief Nursing Officer. These roles allow the Contractor to align with key physician, clinical, and nursing staff within organizations the Contractor serves. We seek relationships in several ways, either by partnering on new initiatives, identifying challenges, or working through resolution in adoption or road mapping.

For the purpose of implementation success, the Contractor offers New Hampshire Hospital a (one) site visit by available subject matter experts to provide thought leadership to the State management and key clinical, physician, nursing leadership. New Hampshire Hospital and the Contractor will create a mutually agreed upon agenda for these meetings, including topics

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identified to date such as downtime procedures, system utilization, increasing productivity, and creating a clinical/physician champion towards adoption.

**1.13.3 Additional Training Services**

In addition to training already specified under Contract #2016-32, the Contractor shall present a series of additional onsite training sessions at the State for defined user roles, primarily focused on myAvatar Order Entry, eMAR, and RxConnect, to ensure the readiness of the State staff to utilize the new system effectively through full workflow training, practice, testing, and Q/A, including:

- 1) **Train-the-Trainer:** One (1) four-hour train-the-trainer session for the State management and the Implementation Team, limited to ten (10) students per class; and
- 2) **End User Training:** Up to eighteen (18) four-hour training sessions to accommodate end users, limited to ten (10) students per class.
- 3) **Training Lab Office Hours:** Additional time with the Contractor trainers will be available for the end-users who have attended the Contractor training. A scheduling protocol will be established during pre-planning activities. This time will be reserved for trained end-users to have additional hands-on exploration in a training lab environment directly with the Contractor trainer. The State will provide a conference room with projector and system access for this purpose.
- 4) **Training Materials:** The Contractor shall provide the baseline user guides to enable the State staff to tailor for the training events. The Contractor will provide up to two (2) hours of time to review and assist the State to finalize the training materials in advance of the training events. The Contractor will use the guides to create classroom materials, training scenarios and configure the test patient for User Acceptance Testing (UAT) to match the classroom material for the sessions. New Hampshire Hospital is responsible for the printing and construction of all classroom materials.
- 5) **Training Assessment:** The Contractor will provide an assessment for the curriculum. State staff that do not pass the assessment will be encouraged to schedule additional time during training lab office hours.
- 6) **Training Schedule:** The tentative training is provided below and will be confirmed with a minimum of a 3-week lead-time to schedule three shifts of named State staff for training events.

End User Training Events Week 1 Tuesday - Thursday		
	Session (10 Users)	Office Hours
Trainer 1	7:00 am - 11:00 am	12:00 pm - 2:00 pm
Trainer 2	12:00 pm - 4:00 pm	5:00 pm - 7:00 pm
Trainer 3	5:00 pm - 9:00 pm	9:00 pm - 11:00 pm
Trainer 4	Floating in sessions from 8:00 am - 8:00 pm	
*** Thursday sessions can be reserved for those who missed classes or failed to pass their initial session		

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End User Training Events Week 2 Tuesday - Thursday		
	Session (10 Users)	Office Hours
Trainer 1	7:00 am - 11:00 am	12:00 pm - 2:00 pm
Trainer 2	12:00 pm - 4:00 pm	5:00 pm - 7:00 pm
Trainer 3	5:00 pm - 9:00 pm	8:00 pm - 11:00 pm
Trainer 4	Floating in sessions from 9:00 am - 6:00 pm	
** Thursday sessions can be reserved for those who missed classes or failed to pass their initial session		

4. Add the following language to Part 3, Exhibit A after SEGMENT 4 – ANNUALIZED MAINTENANCE & SUPPORT PRIOR TO CONTRACT # 2016-032:

**1.2 Additional Automated Dispensing Machine**

The Contractor will provide one additional Medstation 4000, Main, 8 Drawer, T2 hardware, software, installation, configuration services and maintenance and support to the rules and standards outlined in Amendment #1. New Hampshire Hospital will be provided with a total of eight (8) Medstation 4000 machines.

**Pharmacy NDC Translator and Electronic Medication Administration Record Scanning**

**SEGMENT 5 – PHARMACY NDC AND ELECTRONIC MEDICATION ADMINISTRATION RECORD SCANNING**

The Contractor will provide hardware, software, installation, and configuration services to streamline pharmacy NDC scanning capabilities and for nursing staff to scan upon administration of medications.

**1.14.1 NDC and eMAR Record Scanning Implementation**

- a. Identify and confirm the State environmental requirements for hardware and software;
- b. Provide 30 bar code scanners (Motorola DS6708-SR0001ZZR or similar);
- c. Install and configure, eMAR and RxScan bar code scanners;
- d. Ensure previously installed bar code printers at the State are sufficiently configured to support the bar code applications – including configuration of bar code printers for pharmacy packaging labels;
- e. Translator CD Hardware; and
- f. RxScan NDC Translator Annual Subscription for five (5) years.

**1.14.2 NDC and eMAR Record Scanning Training**

- a. ~~Train-the-Trainer~~: Provide one (1) training session for RxScan bar code scanning for up to ten (10) attendees and provide one (1) training session for eMAR bar code scanning for up to ten (10) attendees.

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6. Add the following language to Part 3, Exhibit A after SEGMENT 5 – PHARMACY NDC AND ELECTRONIC MEDICATION ADMINISTRATION RECORD SCANNING:

**CareConnect and Lab Connection Services**

**SEGMENT 8 – CARECONNECT AND LAB CONNECTION SERVICES**

The State is implementing the Contractor's CareConnect inbox software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. The Contractor shall install, configure, test, and implement CareConnect Inbox through the cooperation of New Hampshire Hospital, State of New Hampshire Department of Health and Human Services, a Health Information Exchange (HIE) network, a laboratory services agency and the Contractor.

**1.15.1 CareConnect and Lab Connection Implementation Approach**

The projected project start of 07/2017 and end dates of 01/2018 are estimates and subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation on such implementation. The Contractor provides implementation services, including Project management, HIE Implementation, CareConnect Inbox implementation, Lab Orders and Lab Results. Also included at the State's discretion is the optional Carequality Implementation. If the State chooses to exercise the optional implementation of Carequality, the State will issue a separate order to proceed.

The Contractor is allowed up to ninety (90) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities. The overall duration of this project, based on the scope of work detailed herein, is expected to be 7 to 9 months.

Additional services will be applicable for any project where a requested service is out of scope. Additional services will be charged at a maximum of \$225/hour and executed via the change order process. All trainings follow the "train the trainer" model.

**1.15.2 CareConnect and Lab Connection Scope of Services**

**CareConnect Inbox:** Inbox that will handle CCD exchanges and referrals to other agencies through Direct Messaging. This scope includes connectivity to the CareConnect Direct Secure Message Directory, one HIE Connector for bi-directional CDA exchange, one outbound lab orders, and one inbound lab results. There could be additional connections and addresses pending on the State purchasing additional subscriptions



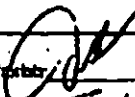
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<b>Key Features</b>	<ul style="list-style-type: none"> <li>• Ability to associate individual mailboxes to direct addresses so that end users can communicate securely</li> <li>• Expanded contact list to send CCD directly to another care provider</li> <li>• Reply, forward, and attach documents to messages.</li> <li>• eMail like user interface for easy review and composing of messages.</li> <li>• Create your own inboxes to create additional providers without developer assistance</li> <li>• Attach additional documents to messages as well as CCD documents.</li> <li>• HIE and Inbox connections are specified by one of the following connection types: IHE, HL7, DIRECT, SFTP, VPN, MLLP, HTTP, SMTP, SOAP Web Services, XDR/XDM, XDS, XCA, XCPD, PDQ, PIX, V2/V3</li> <li>• HIE Connectivity (CCD Transmission)</li> <li>• Lab orders out</li> <li>• Lab results in</li> <li>• Carequality network (Optional at the State's discretion)</li> </ul>
<b>Training</b>	<ul style="list-style-type: none"> <li>• Remote webinars             <ul style="list-style-type: none"> <li>◦ Two in total                 <ul style="list-style-type: none"> <li>• One for Admin Training for System Administrators and myAvatar Application Team (up to 4 attendees)</li> </ul> </li> </ul> </li> <li>• One for Train the Trainers and subject matter experts (Up to 15 attendees)</li> </ul>
<b>CareRecord &amp; Solution Configuration</b>	<ul style="list-style-type: none"> <li>• Configure CareRecord to add the inbox for providers to view within EHR.</li> <li>• Setup initial amount of users, not to exceed 15 including the inbox and Carequality (Carequality is optional at the State's discretion)</li> <li>• Setup initial contact list from another agency</li> <li>• Establish secure connection to CareConnect through NTST CareFabric</li> <li>• Establish transmission of orders out from CareRecord to Concord Hospital Lab</li> <li>• Establish transmission of results from Concord Hospital Lab             <ul style="list-style-type: none"> <li>◦ Concord Hospital Lab is currently determined to use the following for Lab testing:                 <ul style="list-style-type: none"> <li>a. In-house testing</li> <li>b. ARUP</li> <li>c. Labcorp</li> <li>d. Quest</li> </ul> </li> </ul> </li> </ul>
<b>3<sup>rd</sup> Party Vendors</b>	<ul style="list-style-type: none"> <li>• Third party vendors include any organization outside of the State and the Contractor. Third party vendors may have their own costs for the State to incur. The Contractor is not responsible for these fees.</li> <li>• Non-preferred (out-of-network) vendor selection may require time to develop the connection.</li> <li>• Engagement from 3<sup>rd</sup> party vendors/connections is required</li> </ul>

B. Amend Part 3, Exhibit B, to delete section 1.1 and replace with:

**1.1. Not to Exceed**

This is a Not to Exceed (NTE) Contract not to exceed the Price Limitation of the Part 1 P-37 General Provisions Block 1.8 Price Limitation, and shall be effective for the period between the Effective Date and the Completion Date stated in Part 1 P-37 General Provisions Block 1.7 Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This

  
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Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Payment will be made upon completion and acceptance by the State of these deliverables.

**1. SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES, CAREFUSION AUTOMATED DISPENSING SYSTEM, CAREFUSION SOFTWARE LICENSES, SUBSCRIPTIONS, AND MAINTENANCE**

**1.1 Additional Netsmart Services – Contract #2016-032 Amendment #2**

All payments in Section 1.1 are due upon completion of milestone event and sign off by the State.

	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
<b>Pre-Implementation Services</b>					
<b>1</b>	<b>Health Check Assessment &amp; Roadmap – Included in Segment 1</b>				
1.1	Pre-Planning and On-Site Discovery Session	Non-Software/ Written	Jul-17	\$12,800	10%
1.2	Analysis and Findings Report + Future State Workflow	Written	Aug-17	\$7,720	6%
<b>4</b>	<b>System Training - Included in Segment 1</b>				
4.1	Training Materials, Assessment, and Schedule mutually agreed upon	Written/ Software	Aug-17	\$34,860	26%
4.2	Train the Trainer + End User Training Completion	Non-Software/ Written	Sep-17	\$64,740	48%
<b>7</b>	<b>Additional Go-Live Support – Included in Segment 1</b>				
7.1	Two (2)	Non-Software	Oct-17	\$14,400.00	11%

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	Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
	additional trainers on-site for four (4) days during Go-Live and Post Go-Live events				
	<b>TOTAL</b>			<b>\$134,620.00</b>	<b>100%</b>

**1.2 Additional Automated Dispensing Machine**

New Products (Hardware / Software)								Purchase Terms		Support Terms	
								Purchase Fee	Monthly Support Fee		
Line	MW/5W	Product ID	Rx / Pre	Product Name	P.Dose	Tr.Type	QTY	Unit Cost	Extended	Unit cost	Extended
1	MW	303		MED-STATION4000,MAN,ADR,T2	8	NEW	1	\$70,000.00	\$70,000.00	\$100.00	\$8,420.40

Payment begins July 1, 2017. A total of \$1,441.14 will be billed monthly in arrears as defined in Amendment #1, Schedule C – Payment Terms for a total of fifty-three (53) months.

**1.5 Grand Total Segment 1**

The total payments under Segment 1 of the project total \$1,058,446.58 for Software and Services for RxConnect, Software, Hardware and Services for Carefusion Medstation 4000, additional services to support the RxConnect implementation, and ongoing support and maintenance for these products.

**2.0 SEGMENT 2 – ADDITIONAL RADPLUS AND CACHE LICENSES**

**2.1 Additional Netsmart Licenses – Contract #2016-032 Amendment #2**

All payments in 2.1 are due upon delivery.

	Deliverable	Type	Projected Delivery Date	Payment Amount
1	Additional (123) Avstar RADplus Named Users licenses \$800.00 Each (Amendment 2) Delivered 07/01/2017	Software License	Upon Amendment 2 execution	\$98,400.00
	1	Subtotal		\$98,400.00

**2.2 Extended Maintenance and Support Payments – Contract #2016-032 Amendment #2**

For the period of 07/2017 – 08/2018, payments are due upon delivery. All other payments in 2.2 are due annually in advance.

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Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 2				
	A	C	D	H
Item		07/2017-06/2018	07/2018-06/2019	Total
1 Additional 123 Avatar RADplus Named Users (Maintenance and Support \$1,722.00 per month in First Year) - Amendment #2		\$20,664.00	\$20,664.00	\$41,328.00
2 Increase in annual ICD-10 Diagnosis Content on Demand Subscription for both Additional 123 Avatar RADplus Named Users Amendment #2		\$1,100.00	\$1,100.00	\$2,200.00
3 Total		\$21,764.00	\$21,764.00	\$43,528.00

**2.3 Grand Total Segment 2**

The total payments under Segment 2 of the project total \$464,384.91 for software licenses and maintenance & support for Avatar RADplus and Avatar Cache Elite.

**5.0 SEGMENT 5 - PHARMACY NATIONAL DRUG CODE (NDC) AND ELECTRONIC MEDICATION ADMINISTRATION RECORD (EMAR) SCANNING**

Netsmart will provide software, installation, and configuration to streamline pharmacy NDC scanning capabilities and to allow nursing staff to scan upon administration of medications.

**5.1 Table 1 - Deliverables and Payment Terms - RxScan and eMAR Bar Code Scanning Amendment #2**

#1 and #2 of Table 1, section 5.1 are due upon delivery. #4 and #5 of Table 1, section 5.1 are due upon completion of milestone event and sign off by the State.

	Deliverable Type	Type	Projected Date	Payment	% of Service Fees
<b>Pharmacy NDC and Electronic Medication Administration Record Scanning Hardware</b>					
1	eMAR and RxScan scanners and USB Cables	Hardware	Mar-17	\$9,090.00	N/A
2	Translator CD Hardware	Hardware	Mar-17	Included at no cost	
3	Total			\$9,090.00	
<b>Pharmacy NDC and Electronic Medication Administration Record Scanning Implementation</b>					
4	Installation and Configuration of eMAR and RxScan bar code scanners - including configuration of bar code printers for pharmacy packaging labels.	Hardware, Software	06/2017-07/2017	\$6,000.00	50%
5	Train-the-Trainer for RxScan and Train-the-Trainer for eMAR bar code scanning	Non-Software	08/2017-08/2017	\$6,000.00	50%

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Deliverable Type	Type	Projected Date	Payment	% of Service Fees
<b>Total</b>			\$12,000.00	100%

**6.2 Table 2 - Extended Maintenance and Support Payment Beginning with Initial Payment for Segment 5 Amendment #2**

All payments in 5.2 are due annually in advance.

Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 5			
A	C	D	H
Item	07/2017-08/2018	07/2018-08/2019	Total
PorScan and eMAR Barcode Scanning Subscription (Subscription \$1,110.00 per month in First Year) - Amendment #2	\$ 13,320.00	\$ 13,320.00	\$ 26,640.00
<b>Total</b>	<b>\$ 13,320.00</b>	<b>\$ 13,320.00</b>	<b>\$ 26,640.00</b>

**6.3 Grand Total Segment 5**

The total payments under Segment 5 of the project total \$47,730.00 for software, installation, configuration, maintenance and support to streamline pharmacy NDC scanning capabilities

**6.0 SEGMENT 6 - CARECONNECT AND LAB CONNECTION SERVICES**

The State is implementing Netsmart CareConnect software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. Netsmart shall install, configure, assist with unit and user testing, implement CareConnect and provide train-the-trainer training services.

**6.1 Table 1 - CareConnect and Lab Connection Licenses & Services**

Table 1, section 6.1 are due upon completion of milestone event and sign off by the State.

Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
<b>CareConnect Inbox and Lab Connection Services</b>				
Implementation services: Initial project planning and preparation. Delivery of Project Plan	Written Software	Aug-17	\$10,360	20%

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Deliverable Type	Type	Projected Date	Payment Terms	% of Service Fees
Implementation Services: Configuration of CareConnect Inbox in MyAvatar to add the inbox for providers to view within EHR, Setup of initial amount of users, Setup of initial contact list from another agency, and establishment of a secure connection to CareConnect through NTST CareFabric	Software	Oct-17	\$10,360	20%
Implementation Services: Successful bi-directional Continuity of Care Document (CCD) transmission to HIE and CareQuality (Carequality is optional) at the State's discretion	Software	12/2017 - Contingent upon the HIE vendor's project availability	\$10,360	20%
Implementation Services: Successful Lab Orders Outbound and Lab Results Inbound transmission	Software	01/2017 - Contingent upon the Lab vendor's project availability	\$10,360	20%
Implementation Services: Completion of two (2) training sessions	Non-software	12/2017-02/2017	\$10,360	20%
<b>Grand Total Table 1</b>			<b>\$51,800</b>	<b>100%</b>

8.2 Table 2 - CareConnect and Lab Connection Extended Maintenance & Support Payments beginning with the Initial Payment  
 Initial payment for Item 1 commences upon delivery of subscription September 2017. Initial payment for Item 2-4 commence upon delivery. Delivery start date not yet defined. The State shall notify Netsmart in writing 30 days in advance of requested start date. The Initial Invoice will be prorated from start date to the next fiscal year.

Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 6				
A	C	D	E	H
Item	09/2017-08/2018	07/2018-06/2019	07/2018-06/2020	Total
1 CareConnect Inbox (includes base fee, in-network referral connectors, Direct Messaging Mailbox, and optional Carequality Transactions at the State's discretion)	\$ 39,270.00	\$ 44,882.00	\$ 44,882.00	\$ 129,234.00
Extended Maintenance and Support Payments beginning upon delivery. Delivery commences 30 days upon written notification from the State				
2 CareConnect HIE Connector CCD Transactions	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00
3 CareConnect Lab Orders (Outbound)	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00
4 CareConnect Lab Results (Inbound)	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	\$ 8,750.00

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Extended Maintenance and Support Payments beginning with the Initial Payment for Segment 6				
A	C	D	E	H
Item	09/2017- 06/2018	07/2018- 06/2019	07/2019- 06/2020	Total
\$Total	\$47,620.00	\$53,882.00	\$53,882.00	\$155,484.00

**8.3 Grand Total Segment 6 CareConnect and Lab Connection:**  
 The total payments under Segment 6 of the project total \$207,284.00 for software, installation, configuration, maintenance and support of CareConnect, CareQuality, and Lab Connection. (CareQuality is optional at the State's discretion).

**7.0 CHANGE ORDERS**

**7.1 Table 1 – Change Order Funds**

Deliverable	Projected Delivery Date	Amount
1 Change Orders (RxConnect or Document Imaging)	As needed	\$10,000
2 Change Orders (Pyxis Implementation – Amendment 1)	As needed	\$20,000
3 Change Orders (optional system configuration and report writing services resulting from site review – Amendment 2)	As needed	\$148,200
<b>TOTAL</b>		<b>\$178,200</b>

Deliverable 3: A maximum of 780 hours can be consumed for System Configuration and Report Writing Services – Amendment 2).

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**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 \$3,606,702.22 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor 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.

<b>CONTRACT GRAND TOTAL:</b>	Segment 1:	\$1,058,446.58
	Segment 2:	\$484,384.91
	Segment 3:	\$132,975.95
	Segment 4:	\$1,343,341.92
	Segment 6:	\$47,730.00
	Segment 6:	\$207,284.00
	Change Orders (Original Contract):	\$10,000.00
	Change Orders (Amendment 1):	\$20,000.00
	Change Orders (Amendment 2):	\$148,200.00
	<b>Contract Total:</b>	<b>\$3,606,702.22</b>

**14. CONSOLIDATED EXTENDED MAINTENANCE AND SUPPORT TABLE**

Herein is a consolidated view of all recurring fees associated with Contract #2016-032, Amendment #1, and Amendment #2. The purpose of this fee schedule is to make invoicing and contract management administratively manageable for all parties. This table does not include any one time fees or change orders outlined in said agreements. The extended maintenance and support table outlines fees for the period of July 1, 2017 - November 31, 2021, to be billed annually in advance of New Hampshire Hospital's fiscal year defined. These are not newly introduced costs and do not change the total contract value.

Total RADPlus Named Users: 839 Total Cache Concurrent Users: 181

Extended Maintenance and Support Payments						
	A	C	D	E	F	G
Item		07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
Purchased Prior to Contract #2016-032						
1	RADplus Named Users (584 Licenses)	\$ 60,390.03	\$ 52,809.53	\$ 55,555.00	\$ 58,332.75	\$ 25,520.68
2	Avatar Clinical Workstation (CWS)	\$ 15,315.38	\$ 16,081.15	\$ 16,885.21	\$ 17,729.47	\$ 7,756.64

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Extended Maintenance and Support Payments						
A	C	D	E	F	G	
Item	07/2017-08/2018	07/2018-08/2019	07/2019-08/2020	07/2020-08/2021	07/2021-11/2021	
3 Avatar Practice Management (PM), Client Fund Management System (CFMS), Order Entry (OE)	\$ 84,226.88	\$ 88,438.33	\$ 82,880.24	\$ 97,503.28	\$ 42,857.87	
4 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (131 Licenses)	\$ 81,091.18	\$ 85,845.73	\$ 100,428.02	\$ 105,449.42	\$ 48,134.12	
5 Diagnostics Content on Demand (DCOD) - ICD10 not utilizing OSM content	\$ 5,832.65	\$ 6,229.28	\$ 6,540.74	\$ 6,887.78	\$ 3,004.85	
6 Wiley Libraries	\$ 3,757.32	\$ 3,945.19	\$ 4,142.45	\$ 4,349.67	\$ 1,802.94	
Purchased on Contract #2016-032						
7 Ultimedex Suite Subscription (\$387.64 per month in first year)	\$ 4,884.28	\$ 5,128.48	\$ 6,384.90	\$ 5,854.15	\$ 2,473.89	

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Extended Maintenance and Support Payments						
	A	C	D	E	F	G
	Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021
8	RxConnect Browser, RxConnect ADM Browser Interface, Crystal Reports Developer Version (Maintenance and Support \$652.33 per month in First Year)	\$ 8,219.36	\$ 8,830.33	\$ 8,081.84	\$ 9,514.93	\$ 4,162.78
9	Avatar Electronic Medic Admin Record (Maintenance and Support \$612.50 per month in First Year)	\$ 7,717.50	\$ 8,103.38	\$ 8,508.54	\$ 8,933.97	\$ 3,908.61
10	Additional 125 myAvatar RADplus Named Users (Maintenance and Support \$1,750.00 per month in First Year)	\$ 22,050.00	\$ 23,152.50	\$ 24,310.13	\$ 25,525.83	\$ 11,167.46
11	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent (Maintenance and Support \$800.00 per month in first year)	\$ 10,080.00	\$ 10,584.00	\$ 11,113.20	\$ 11,668.86	\$ 5,105.13

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	A	C	D	E	F	G
	Item	07/2017-08/2018	07/2018-08/2019	07/2019-08/2020	07/2020-08/2021	07/2021-11/2021
12	POS and Batch Scanning Powered by Perceptive	\$ 3,675.00	\$ 3,858.75	\$ 4,051.69	\$ 4,254.27	\$ 1,861.24
Purchased on Contract #2016-032 Amendment #1						
13	Carefusion Rxys 4000 Automated Dispensing Machines - Amendment #1	\$ 132,540.00	\$ 132,540.00	\$ 132,540.00	\$ 132,540.00	\$ 55,225.00
Purchased on Purchase Order #1053488						
14	Additional 27 myAvatar Radplus Named Users - Purchase Order #1053488	\$ 2,646.00	\$ 4,762.60	\$ 6,000.94	\$ 5,250.99	\$ 2,297.31
15	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - Increase to base fee	\$ 188.16	\$ 197.57	\$ 207.45	\$ 217.82	\$ 90.78
Purchased on Contract #2016-032 Amendment #2						
15	Additional 123Avatar RADplus Named Users (Maintenance and Support \$1,722.00 per month in First Year)	\$20,684.00	\$20,684.00	Requires Renewal	Requires Renewal	Requires Renewal

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Extended Maintenance and Support Payments						
A	C	D	E	F	G	
Item	07/2017-06/2018	07/2018-06/2019	07/2019-06/2020	07/2020-06/2021	07/2021-11/2021	
16	Diagnosis Content on Demand (DCOD) - ICD10 not utilizing DSM content - Increase to base fee	\$ 1,100.00	\$ 1,100.00	Requires Renewal	Requires Renewal	Requires Renewal
16	RxScan and eMAR Barcode Scanning Subscription - Amendment #2	\$ 13,320.00	\$ 13,320.00	Requires Renewal	Requires Renewal	Requires Renewal
17	CareConnect Inbox (includes base fee, in-network referral connectors, and Direct Messaging Mailbox) 0-1000 Users	\$ 39,270.00	\$ 44,982.00	\$ 44,982.00	Requires Renewal	Requires Renewal
18	CareConnect Connector (CCD Transactions) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
18	CareConnect Lab Orders (Outbound) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
20	CareConnect Lab Results (Inbound) 0-1000 Users	\$ 2,750.00	\$ 3,000.00	\$ 3,000.00	Requires Renewal	Requires Renewal
<b>Total</b>		<b>\$ 56,310.00</b>	<b>\$ 64,302.00</b>	<b>\$ 50,982.00</b>	<b>\$ 57,483,792.00</b>	<b>\$ 57,483,792.00</b>

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7. Add Schedule A Amendment #2

**SCHEDULE A AMENDMENT #2**

**Netsmart Subscription Products Addendum**

1. Introduction. This Addendum is a supplement to the terms of the Master Agreement. The terms and conditions of this Addendum will apply to Subscription Products and Services identified in Section 2 by check mark.
2. Subscription Products and Services Descriptions. Subscription Products and Services will include all generic versions, corrections, enhancements and improvements developed by Netsmart during the Term of this Addendum:

CareConnect  Not Included

A software service that enables clinical data to be shared between providers and other entities such as RHIOs Regional Health Information Organizations ("RHIOs"), Health Information Exchanges ("HIEs"), State agencies for public health organizations for immunizations, reportable labs and syndromic surveillance data in support of national standards, related to continuity of care, and Netsmart client to client referrals to support transitions of care with direct messaging capabilities.

CareQuality  Optional at the State's Discretion

A software product that supports data exchange between the Netsmart host system and outside providers of care. CareQuality is optional at the State's discretion.

3. Supplemental Definitions

Any capitalized term not defined below but used in this Addendum will have the meaning given to that term in the Master Agreement.

"Care Provider" means an organization that provides medical or health services and any other person or organization that furnishes, bills, or is paid for health care in the normal course of business including a hospital, critical access hospital, skilled nursing facility, or comprehensive outpatient rehabilitation facility.

"Consumer" means an individual who is receiving services from a Care Provider, and who has the right to access specific portions of their electronic health record and the ability to exchange messages with their Care Provider through a Subscription Services Product.

"Drug Information Data" or "DID" means context-relevant drug database products licensed from one of the following publishers: Cerner Multum, Inc. ("VantageRx"), First DataBank Evaluations of Drug Interactions ("EDI") or Thompson Reuters, Inc. ("URiMedex") that provides drug and allergy interaction and dosage information (collectively, "DID Publishers").

"Patient Data" or "Consumer Data" means names, addresses, social security numbers, medical records and any other information concerning or relating to Consumers which is deemed to be protected health information under the rules and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Deidentified Data (as such term is defined by HIPAA) shall not be considered to be Patient Data.

"User" means an individual or entity, other than a Consumer, that has been granted access with a user ID and password to a Subscription Product or Service by the Licensee.

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4. License Terms and Conditions

- A. The Subscription Products and Services are specifically included within the grant of license and term of license as "Licensed Programs" under the Master Agreement.
- B. Licensee grants to Netsmart a non-exclusive, non-transferable license (the "Usage License") to use all Patient Data for the sole purpose of operating the Subscription Products and Services for the benefit of Licensee and its clients, and for maintaining the Subscription Products and Services (for example, creating backups of the Patient Data or moving it between servers) so long as Netsmart has a bona fide need to do so subject to and for the sole purpose required by this Addendum and the Master Agreement. The Usage License does not confer on Netsmart any right to share Patient Data with third parties other than Netsmart employees or consultants who are bound by agreements that contain confidentiality provisions equivalent to those contained in the Master Agreement. The foregoing restriction on Netsmart's use of Patient Data does not prohibit Netsmart from making use of Deidentified Data as described and permitted under HIPAA.

5. Licensee Obligations

In addition to the obligations under the Master Agreement Licensee agrees:

- A. That it has no ownership rights in data or information in the DID services or content.
- B. To restrict use of Drug Information Data to licensed healthcare professional directly connected with the Licensee, either as an employee or an authorized affiliate. Such use shall be made only under the supervision of, and reliance upon, the clinical discretion and judgment of a licensed physician. As between the Licensee and the publisher of the Drug Information Data, Licensee assumes full responsibility for ensuring the appropriateness of using and relying upon the information supplied by the Drug Information Data publisher, in view of all attendant circumstances, indications and contraindications. Except as provided above, it will not otherwise make the DID content available to any person, or entity including the government, whether affiliated or not, except as required by subpoena or other legal process and after notice to the owner of the content.
- C. To maintain accurate and up to date Patient Data in all systems covered by the Master Agreement. Licensee hereby represents and warrants that it has obtained from its patients all authorizations and consents required under all applicable laws in order for Licensee to provide Data to Netsmart (and its third party vendors if applicable) and for Netsmart and its vendors to use Data to provide the Services in accordance with this Addendum.
- D. To notify Netsmart in the event Licensee becomes aware of or suspects misuse, unauthorized access, data corruption or any other threat to the security of the Subscription Products system and related data or if Licensee receives a subpoena or other legal process requiring disclosure of Netsmart confidential information or DID content.

6. Netsmart Additional Obligations

In addition to the obligations of the Master Agreement, Netsmart will be responsible for:

- A. Establishing SSL connectivity between the Consumer's computing device and the Care Provider's firewall.
- B. Meeting the service levels as stated in Master Agreement.
- C. Keeping Patient Data confidential in accordance with the terms of the Master Agreement.

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8. Add Schedule B Amendment #2

SCHEDULE B AMENDMENT #2

The terms of this Schedule B apply to the CareConnect Inbox Product provided by Netsmart. The State understands and agrees that,

- (I) MedAllies Inc. ("MedAllies") will be providing services in relation to the CareConnect Inbox Product as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and MedAllies;
- (II) Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (Assignment, Delegation and Subcontracts) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.

MedAllies Product and MedAllies Software Terms, General Terms and Conditions.

**NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS SCHEDULE B, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.**

1. **Certification.** MedAllies, pursuant to its certification authority under the Direct Project, launched in March 2010 as a part of the Nationwide Health Information Network ("Direct network"), issues digital certificates ("Certificates") to end users of the MedAllies Network, who are health care providers ("Direct subscribers or Direct enabled Subscribers"). By incorporating these terms into your Connect Agreement with Netsmart, you authorize MedAllies to perform certain digital certificate-related duties that are normally reserved for Certificate subjects, usually an entity's equipment, personnel, or agents. These duties include managing keys, registering devices, and authenticating personnel with MedAllies and its Certificate systems, and installing, configuring, and managing issued Certificates.
  - a. **Certificates.** You authorize MedAllies to request Certificates in your name and for your use and benefit.
  - b. **Authorization.** You authorize MedAllies to request, issue, verify, use, and manage Certificates and corresponding key sets. You authorize MedAllies' employees and agents to communicate regarding the management of key sets and Certificates, and fulfill the roles related to Certificate issuance. You are responsible for all Certificates requested by MedAllies on your behalf until you send MedAllies written notice that the authorizations provided under this Section 1 are revoked. You hereby authorize MedAllies and its employees to:
    - I. Request Certificates for domains and email addresses owned or controlled by you, and you represent that you have the exclusive right to use the domain or email address included in each Certificate, and
    - II. Request Certificates naming you or your equipment, employees, agents, or contractors as the subject.

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- c. Duration. The authorizations granted under this Section 1 will be effective during the period of time for which you pay the applicable fees for access to the MedAllies Network, unless otherwise terminated in accordance with the terms and conditions herein. Certificates shall be authorized for a period not to exceed three (3) years.
2. Access. In these terms and conditions, "you" refers to an individual or organization accessing or using the MedAllies Network. You shall have access to, and may utilize, the MedAllies Network only in accordance with these terms and conditions and the Netsmart agreement.
3. Use. You are solely responsible for all data and information you submit to or through the MedAllies Network. In connection with your access to and use of the MedAllies Network, you shall comply with all applicable laws, regulations, rules, and policies of all relevant jurisdictions. In addition, in connection with your use of the MedAllies Network, you shall not:
- a. allow, or use the MedAllies Network in any way that would allow, any third party's unauthorized access to the MedAllies Network;
  - b. represent yourself as another or as a fictitious individual;
  - c. disrupt or interfere with the MedAllies Network, or the operation or availability thereof;
  - d. transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, harassing, or otherwise objectionable information or content of any kind, including, but not limited to, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law;
  - e. post or transmit any information that violates or infringes in any way upon the rights of others;
  - f. post or transmit any unsolicited advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes, or other unsolicited commercial communications, or engage in spamming or flooding, or any denial of service attack;
  - g. post or transmit any data or information, in violation of applicable law, out of the country in which you reside;
  - h. post or transmit any data or software that cannot be exported without prior government authorization;
  - l. post or transmit any software or other information that contains a virus, trojan horse, worm, or other disabling device or harmful component; and
  - j. modify, decompile, disassemble or reverse engineer the MedAllies Network or any software related thereto.



State of New Hampshire  
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4. **Directory.** You authorize MedAllies to list you as a subscriber in the MedAllies directory with identifying information necessary to permit any Direct enabled subscriber on the MedAllies Network or any other accredited Direct network. As a subscriber, you may, by submitting a written request to MedAllies, opt out of being listed in the directory. MedAllies shall not use your directory information in conjunction with any means, program, or device, or permit any other person to use your directory information in conjunction with any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to solicit business or to influence or attempt to influence for commercial purposes (through economic incentives or otherwise) any diagnostic or treatment-related decision of a health care provider.
5. **Termination.** MedAllies may immediately terminate (with no cure period) access to and use of the MedAllies Network, if: (i) you fail, if required by applicable law, to be licensed, registered, or otherwise authorized by a governmental authority to provide health care services; or (ii) you violate the intellectual property protection provisions contained herein and do not immediately stop the violation. In all other cases of a material breach of these terms and conditions, MedAllies will provide you with a reasonable period of time to adjust clinical and operational processes involving the exchange of secure messages if the termination of these terms and conditions would otherwise impact health and safety of your clients. If you fail to cure any material breach within the reasonable period of time provided by MedAllies as a cure period, then MedAllies may immediately terminate the use of the MedAllies' Network services.
6. **Suspension.** MedAllies may immediately suspend your access to the MedAllies Network, in MedAllies' sole discretion, if MedAllies reasonably determines through verifiable documentation that such access poses a patient safety or concern, possible unauthorized access to or disclosure of protected health information as defined under HIPAA, HITECH and the regulations promulgated under such legislation, or an immediate threat to the continued operation of the MedAllies Network.
7. **Limitations of the MedAllies Network.** The MedAllies Network is intended to be used to transmit messages between participants in the MedAllies Network ("Participants"), including Participants that are health care providers. There may be errors or omissions in the health information transmitted through the MedAllies Network. MedAllies does not and cannot independently verify or review any information transmitted through the MedAllies Network for accuracy or completeness. You therefore acknowledge that:
  - a. MedAllies makes no representations or warranties of any kind with respect to the accuracy or completeness of any information or data transmitted through the MedAllies Network;
  - b. MedAllies is not a health plan or a health care provider;
  - c. information received through the MedAllies Network is not a substitute for a health care provider's professional judgment; and
  - d. any decision with regard to the appropriateness of treatment, or the validity or reliability of information transmitted through the MedAllies Network, is the sole responsibility of the applicable patient's health care provider.

State of New Hampshire  
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Contract Amendment #2  
2016-032 New Hampshire Hospital - Software & Services

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

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

State of New Hampshire  
Department of Health and Human Services

5/22/17  
Date:

Katya S. Fox  
Name: Katya S. Fox  
Title: Director

Netsmart Technologies, Inc.

5-19-2017  
Date:

Joseph McGovern  
Name: Joseph McGovern  
Title: EVP

Acknowledgement of Contractor's signature:

State of New York, County of Suffolk on May 19, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Jamie Giordano  
Signature of Notary Public or Justice of the Peace

Jamie Giordano, Director of Contracts + Legal Ops  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/12/18

(SEAL)

JAMIE GIORDANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01G16303169  
Qualified in Suffolk County  
My Commission Expires May 12, 2018


State of New Hampshire  
Department of Health and Human Services  
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2016-032 New Hampshire Hospital – Software & Services

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

OFFICE OF THE ATTORNEY GENERAL

6/5/17  
Date

  
Name: Rebecca W. Koes  
Title: Sr Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT AGREEMENT 2016-032 - PART 2 AMENDMENT #2**

**TERMS AND DEFINITIONS**

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Date	The first day of the calendar month following Acceptance of the CareFusion Product. (AMD 1)
Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services. (AMD 1)
Acceptance Test and Review	Tests performed to determine that no Class A Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
CareFusion Product	Any CareFusion hardware and equipment (Pyxis® equipment and Pyxis® software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or Carefusion to the State pursuant to the terms of this Agreement. (AMD 1)
CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the Carefusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software. (AMD 1)
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials:


Date: 5-A-2017 

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT AGREEMENT 2016-032 - PART 2 AMENDMENT #2**

<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
<b>Console</b>	A capability that organizes data in a meaningful way
<b>Console View</b>	A custom set of widgets grouped as a single screen based on user role in the organization. One or more of these views can be built per user role to drive workflow.
<b>Contract</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 3: <i>Contract Management</i> )
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CR</b>	Change Request
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. <b>Class A Deficiency - Software</b> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate in that they did not materially conform with the terms of this Agreement and require re-performance of the Service. <b>Class B Deficiency - Software</b> - Important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. <b>Class C Deficiency - Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System;

Contract Agreement-Part 2

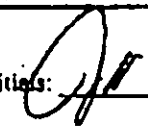
Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: 

Date: 5-17-2017

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

	<i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
<b>Delayed Product</b>	A Carefusion Product that is not Accepted by the Support Term Begin Date for any reason that, is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart. (AMD 1)
<b>Deliverable</b>	A. Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	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.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Go Live Date</b>	First day of the month following the Completion Date for all Implementation Activities for the Carefusion Product.(AMD 1)
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	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.
<b>Integral CareFusion Software</b>	Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the Carefusion Products under this Agreement. (AMD1)
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.


Contract Agreement-Part 2  
Initial & Date All Pages:  
Netsmart Technology, Inc.'s Initials:   
Date: 5-18-2017

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL – SOFTWARE & SERVICES  
CONTRACT AGREEMENT 2016-032 – PART 2 AMENDMENT #2**

<b>Invoking Party</b>	.In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Limited Warranty</b>	The warranty for CareFusion Products Software Warranty set forth in this Agreement. (AMD 1)
<b>Main Unit</b>	An end-user work-station that facilitates interaction with the device operating software for the Carefusion Products. (AMD 1)
<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R: 10 and RSA 21-R: 13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project (Work) Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit I. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of

Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: 

Date: 5-19-2017

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
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- CONTRACT AGREEMENT 2016-032 - PART 2 AMENDMENT #2**

	Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the Project
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Proposal</b>	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>RSS</b>	Remote Support Services (AMD 1)
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Segment 1</b>	All references to Segment 1 shall be understood to include the CareFusion product. It is not necessary to modify language except as noted herein because the CareFusion product is a component of Segment 1. (included in Amendment 1)
<b>Service Case Hours</b>	The total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed. (AMD 1)
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor as set forth in the Statement of Work.
<b>Specifications</b>	The written Specifications that set forth the requirements which

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	include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department OF Health and Human Services 129 Pleasant Street Concord, NH 03301 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 1 <sup>st</sup> through June 30 <sup>th</sup> 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 the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
Support Services	The support services for the Carefusion Products provided pursuant to the terms and conditions of Schedule B. (AMD 1)
Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a Carefusion Products is set forth in the applicable Implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on the first day of the month following the date the Carefusion Product is Accepted. (AMD 1)
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the

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	Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	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
<b>Term</b>	Period of the Contract from the Effective Date through termination.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (New or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Third Party Software</b>	Any software or databases embedded into the Products or used in connection with the Products or Services, which are owned by a third party licensed by CareFusion, and provided by Netsmart under the terms of this Agreement. (AMD 1)
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting System changes.
<b>TSC</b>	CareFusion's Technical Support Center (AMD 1)
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>Updates</b>	A bug fix, patch, error correction, virus update, minor Deliverable or modification to existing features to maintain the security or operation of the Integral CareFusion Software. (AMD 1)
<b>Upgrades</b>	A major Deliverable, new feature or other improvement to the Integral CareFusion Software, but does not include any hardware, Third Party Software, or any other Integral CareFusion Software that is generally licensed separately. (AMD 1)
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/ Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development

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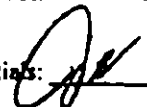
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<b>Widget</b>	The data grouping(s) displayed within a user defined view or form in the myAvatar Electronic Health Reporting system
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 -pm, eight (8) hour days, forty (40) hour weeks; excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

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

This contract will consist of 6 segments, as follows:

**SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES**

The State will be replacing the Pharmacy software at New Hampshire Hospital (NHH), which is eleven (11) years old, with a Netsmart product named Rx Connect. This software will provide enhanced connectivity to Avatar and our Hospital Information. The software also offers better controls on drug dispensing to better ensure patient safety.

The terms and conditions that will govern the purchase, use and support of the CareFusion products provided herein are attached as Schedule A, (AMD 1)

Netsmart shall provide additional Services to Fully Implement Computerized Patient Order Entry (CPOE), RxConnect Pharmacy Management and eMAR.

**SEGMENT 2- ADDITIONAL RAD & CACHE END USER LICENSES**

The State understands that more users at New Hampshire Hospital will be accessing the Electronic Health Record (EHR) software application at Go Live. These additional licenses will allow staff members to have access to the EHR to more efficiently perform their jobs.

**SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES**

New Hampshire Hospital will be able to scan all Legal and Medical documents into the Avatar system to allow Physicians to review and diagnosis the patients. Without this module the hospital would have to keep a hybrid medical record that would be cumbersome for staff and would be very problematic.

**SEGMENT 4 - ANNUALIZED MAINTENANCE & SUPPORT PRIOR TO CONTRACT # 2016-032**

Prior to Contract #2016-032, New Hampshire Hospital operated software from Netsmart. This allowed the hospital to admit, discharge, transfer, bill for services, perform clinical documentation, sustain the IT integrity of the application, share information with the Pharmacy Management software, perform allergy checks, and utilize ICD-10 code sets. Continuing Maintenance and Support of these applications allows us to have access to updates and readily available enhancements as well as access to Netsmart support for troubleshooting and product assistance.

**SEGMENT 5 - PHARMACY NATIONAL DRUG CODE (NDC) AND ELECTRONIC MEDICATION ADMINISTRATION RECORD (EMAR) SCANNING**

Netsmart will provide software, installation, and configuration to streamline pharmacy NDC scanning capabilities and to allow nursing staff to scan upon administration of medications.

**SEGMENT 6 - CARECONNECT AND LAB CONNECTION SERVICES**

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The State is implementing Netsmart CareConnect software to transmit protected health information (PHI) between participating organizations, while meeting Meaningful Use requirements and supporting federal and state policies and standards for health information exchange. Netsmart shall install, configure, unit test and implement CareConnect and provide train-the-trainer training services.

**RECITALS**

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

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

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**


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

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

**1.2 Order of Precedence**

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

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- a. *The State of New Hampshire Terms and Conditions, Form P-37 - Contract Agreement (Part 1)*
- b. *State of New Hampshire, DHHS Contract (Part 2 and Part 3), Amendment #1, and Amendment #2*
- c. *Netsmart Statement of Work (Dated 7/21/15)*

**1.3 Contract Term**

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

The Contract shall begin on the Effective Date and extend through the Completion Date stated in Part 1 - State Terms and Conditions P-37 General Provisions, Block 1.7, Completion Date.

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

The State does not require the Contracted Vendor to commence work prior to the Effective Date; however, if the Contracted Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contracted Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contracted Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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

**2. COMPENSATION**

**2.1 Contract Price**

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

**2.2 Non-Exclusive, Not to Exceed Contract**

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

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

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Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the Price Limitation in Part 1 - State Terms and Conditions P-37 General Provisions, Block 1.8, Price Limitation.

**3. CONTRACT MANAGEMENT**

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

**3.1 The Vendor's Contract Manager**

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

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


**3.2 The Vendor's Project Manager**

**3.2.1 Contract Project Manager**

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

**3.2.2** The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted Vendor's representative

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

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

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

3.2.5 The Contracted Vendor Project Manager is:


Brian Taylor  
Netsmart Project Manager  
Netsmart Technologies, Inc.  
3500 Sunrise Highway, Suite D122  
Great River, New York 11739  
Tel: 614-932-6747 Email: [btaylor@nsta.com](mailto:btaylor@nsta.com)

3.2.6 The Project Manager for Pyxis products and Services is:

Raquel DeCandio  
Pyxis Project Manager  
Netsmart Technologies, Inc.  
3500 Sunrise Highway, Suite D122  
Great River, New York 11739  
Tel: (845) 325-2002 Email: [Raquel.DeCandio@Carefusion.com](mailto:Raquel.DeCandio@Carefusion.com)

**3.3 The Contracted Vendor Key Project Staff**

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- 3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the contract. The State may conduct reference checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Background Checks*.
- 3.3.2 The Contracted Vendor shall not change any the Contracted Vendor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contracted Vendor Key Project Staff will not be unreasonably withheld. The replacement the Contracted Vendor Key Project Staff shall have comparable or greater skills than the Contracted Vendor Key Project Staff being replaced; meet the requirements of the Contract.
- 3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contracted Vendor in default and to pursue its remedies at law and in equity, if the Contracted Vendor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contracted Vendor's replacement Project staff.

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


The Contracted Vendor's Key Project Staff:

Key Members	Position
Primary	Netsmart Project Manager Brian Taylor
First	Netsmart Practice Director Samara Nash
Second	Executive Vice President Joe McGovern

**3.4 State Contract Manager**

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

Chief Information Officer  
Office of Information Services  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-9469  
Email: donna.o'leary@dhs.nh.gov

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**3.5 State Project Manager**

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

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

The State Project Manager is:

David Levesque  
New Hampshire Hospital  
Department of Health and Human Services  
36 Clinton Street  
Concord, NH 03301  
Tel: (603) 271-5860  
Email: [David.Levesque@dhhs.nh.gov](mailto:David.Levesque@dhhs.nh.gov)

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contracted Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.


**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

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

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

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**4.2. Deliverables and Services**

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

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

**4.3 Non-Software and Written Deliverables Review and Acceptance**

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

**4.4 System/Software Testing and Acceptance**

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

**4.5 Security**


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

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

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

**5. SOFTWARE**

**5.1 COTS Software and Documentation**

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

**5.2 COTS Software Support and Maintenance**

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

**5.3 Restrictions**

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

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

**5.4 Title**

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

**6. WARRANTY**

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

**7. SERVICES**

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

**7.1 Administrative Services**

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

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**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

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

**8. WORK PLAN DELIVERABLE**

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

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

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


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

In the event additional time is required by the Contracted Vendor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule

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shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contracted Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

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

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

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

**10. INTELLECTUAL PROPERTY**

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

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

**10.1 State's Data**

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

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**10.2 Vendor's Materials**

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

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

**10.3 State Website Copyright**

**WWW Copyright and Intellectual Property Rights**

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

**10.4 Survival**


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

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 Use of State's Information**

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

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**11.2 State Confidential Information**

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

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

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

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


**11.3 Vendor Confidential Information**

Insofar as the Contracted Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Contracted Vendor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contracted Vendor considers the Software and Documentation to be Confidential Information. The Contracted Vendor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contracted Vendor as confidential, the State shall notify the Contracted Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Contracted Vendor shall cooperate and assist the State with the collection and review of the Contracted Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contracted Vendor's sole responsibility and at the Contracted Vendor's sole expense. If the Contracted Vendor fails to obtain a court order enjoining the disclosure, the State shall release the

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information on the date specified in the State's notice to the Contracted Vendor, without any liability to the Contracted Vendor.

**11.4 Survival**

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

**12. LIMITATION OF LIABILITY**

**12.1 State**

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

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

**12.2 The Contracted Vendor**

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

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

**12.3 State's Immunity**

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

**12.4 Survival**

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

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

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**13.1 Termination for Default**

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

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

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


- a. Unless otherwise provided in the Contract, the State shall provide the Contracted Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contracted Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contracted Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give the Contracted Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and the Contracted Vendor shall be liable for reimbursing the State for administrative costs directly related to the replacement of the Contract, such as costs of competitive bidding, mailing, and advertising; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

**13.2 Termination for Convenience**

**13.2.1** The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contracted Vendor. In the event of a

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termination for convenience, the State shall pay the Contracted Vendor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

**13.3 Termination for Conflict of Interest**

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

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

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

**13.4 Termination Procedure**

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent

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required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contracted Vendor and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property, other than Contracted Vendor property, which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that the Contracted Vendor has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State on a reasonable time and material basis.

**14. CHANGE OF OWNERSHIP**

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


**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

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

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

**16. DISPUTE RESOLUTION**


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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	NETSMART	STATE	CUMULATIVE ALLOTTED TIME
Primary	Netsmart Project Manager Brian Taylor	State Project Manager David Levesque	5 Business Days
First	Netsmart Practice Director Samara Nash	DHHS Chief Information Officer Donna O'Leary	10 Business Days
Second	Executive Vice President Joe McGovern	Commissioner Jeffery A. Meyers	15 Business Days

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

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**17. RESERVED**

**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

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

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

**18.2 Shipping and Delivery Fee Exemption**

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

**18.3 Project Workspace and Office Equipment**

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

**18.4 Access/Cooperation**

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

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


**18.5 Required Work Procedures**

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

**18.6 Computer Use**

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

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

**18.7 Email Use**

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

**18.8 Internet/Intranet Use**

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

**18.9 Regulatory Government Approvals**

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

**18.10 Force Majeure**

Neither the Contracted Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or

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negligence of such party. Such events shall include, but not be limited to; acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**18.11 Insurance**

**18.11.1 Contracted Vendor Insurance Requirement**  
See Contract Agreement Part 1-Form P-37 Section 14.

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

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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


**18.14 Survival**

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

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9422 1-800-852-3345 Ext. 9422  
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 5, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital to amend a sole source agreement with Netsmart Technologies, Inc. (Vendor #163804), 4950 College Boulevard, Overland Park KS 66211 for the provision of Automated Dispensing Machines as part of the Closed Loop Medication Management Solution by increasing the price limitation by \$2,330,245 from \$420,415 to \$2,750,660 and extending the contract completion date from December 31, 2016 to November 30, 2021. Governor and Executive Council approved the original agreement on November 4, 2015 (item #9). Source of Funds: 34% Federal Funds, 33% General Funds and 33% Other Funds.

Funds are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 through Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-94-940010-5272 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS  
DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH  
Electronic Health Record Pharmacy and Scanning Module (60% Federal Funds,  
40% General Funds)**

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2016	034/500099	Major IT Systems	\$420,415	0	\$420,415

**01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT  
 OF, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY  
 DEPARTMENT OF, IT FOR DHHS (29% Federal Fund, 39% Other Funds, 32% General Funds)**

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2017	038/509038	Technology - Software		\$173,949	\$173,949
2018	038/509038	Technology - Software		305,942	305,942
2019	038/509038	Technology - Software		321,239	321,239
2020	038/509038	Technology - Software		337,301	337,301
2021	038/509038	Technology - Software		354,166	354,166
2022	038/509038	Technology - Software		154,948	154,948
				\$1,647,545	\$1,647,545

**05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND  
 HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL,  
 NHH-FACILITY/PATIENT SUPPORT (29% Federal Fund, 39% Other Funds (Provider  
 Fees) & 32% General Funds)**

Fiscal Year	Class/ Object	Class Title	Current Budget	Incr (Decr)	Revised Budget
2017	022/500257	Rents, Leases, Other than State		\$69,427	\$69,427
2018	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2019	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2020	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2021	022/500257	Rents, Leases, Other than State		\$138,854	\$138,854
2022	022/500257	Rents, Leases, Other than State		\$57,857	\$57,857
				\$682,700	\$682,700

<b>TOTAL:</b>	<b>\$2,750,660</b>
---------------	--------------------

**EXPLANATION**

The requested action is a sole source amendment to the original contract approved by G&C November 4, 2015. Because of the proprietary nature of the contract, Netsmart Technologies is the only vendor able to perform the scope of services to complete the integration of the various software products. New Hampshire Hospital currently uses the following integrated Netsmart products:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)

The contract approved November, 2015 added:

- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The requested action adds the implementation of and support for enhanced medication dispensing units to the Netsmart Closed Loop Medication Management capabilities of the Netsmart solution. New Hampshire Hospital has invested for several years with Netsmart Technologies to implement an integrated electronic health record, pharmacy order entry and fulfillment, and document imaging solution. The investment goes beyond software to include hospital staff training for clinicians, social workers, nursing and rehabilitation, as well as the development of new business processes and workflows specific to the Netsmart solution. All Netsmart solutions implemented by New Hampshire Hospital are packaged (not custom) software solutions configured to meet Hospital and Joint Commission requirements. A fully integrated solution will support continued Joint Commission accreditation and increase the quality of patient care and coordination.

The requested amendment also consolidates into a single agreement all systems maintenance and support services for the above listed Netsmart software solutions licensed by New Hampshire Hospital.

New Hampshire Hospital did not seek to competitively bid this amendment because the hospital is presently in the midst of a multi-phase implementation that includes the scope of the original contract. Once the implementation is completed, the anticipated benefits of the integrated solution will begin to be realized.

Automated dispensing devices are an accurate and timely distribution of medications to patients. Netsmart provides a mechanical system that performs operations relative to storage, packaging, counting, labeling and dispensing of medications while collecting appropriate controls and maintaining all transaction information.

A Closed Loop Medication Management Solution is a fully electronic medication management process in which all relevant information is documented seamlessly. The system features comprehensive tools for those involved in medication delivery whether ordering, verifying, dispensing or administering medications.

Once the patient's electronic medical record is entered into the system, the physician has the ability to access the record and enter the appropriate medication order into the system. The pharmacist will access the order to approve. The nurse will then have the ability access this information to ensure the medication has been approved by the pharmacist. The automated medication dispenser processes

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
Page 4 of 4

the order and distributes the medication to the nurse. Once the medication has been distributed the Automated Dispensing Machine then interfaces with the Closed Loop Medication Management Solution to update the patient record.

The combination of a Closed Loop Medication Management Solution and the Automated Dispensing Machine reduces costs, increases patient safety, increases the quality of care, decreases liability and improves performance on accreditation.

Should the Governor and Executive Council not approve this request, New Hampshire Hospital may be unable to achieve complete execution of the Closed Loop Medication Management Solution which could result in a reduction of federal reimbursements.

Source of Funds: 60% Federal Funds, 40% General Funds (954010-5212) and 28% Federal Fund, 39 % Other Funds (Provider Fees) & 32% General Funds (94010-8750)

Area Served: New Hampshire Hospital

Respectfully Submitted,



Katja S Fox  
Director, Behavioral Health



Donna O'Leary  
Chief Information Officer



Approved by: Jeffrey A. Meyers  
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/doiit

**Denis Goulet**  
*Commissioner*

December 5, 2016

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

Dear Commissioner Meyers:

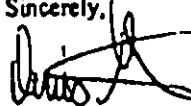
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract with Netsmart Technologies, Inc. as described below and referenced as DoIT No. 2016-032A.

The purpose of this amendment is to add the implementation of and support for enhanced medication dispensing units to the Netsmart Closed Loop Medication Management capabilities of the current Netsmart solution. In addition, this amendment will consolidate into a single agreement all systems maintenance and support services for the Netsmart software solutions licensed by New Hampshire Hospital listed below:

- Practice Management (for scheduling and billing)
- Client Fund Management (for patient tracking)
- Clinical Workstation (for patient health records and treatment planning)
- Pharmacy Management
- Electronic Medication Administration records (eMAR)
- Enterprise Content Management and Document Imaging solution

The total funding amount is not to exceed \$2,750,660 and is effective upon the date of Governor and Executive Council approval through November 30, 2021.

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

Sincerely,  
  
Denis Goulet

DG/ik  
2016-032A,  
RID #19708  
cc: Bruce Smith, IT Manager

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION  
SERVICES  
SOFTWARE AND SERVICES AGREEMENT  
Contract # 2016 -032  
CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, Contract # 2016-032, (herein after referred to as the "Agreement"), Netsmart Technologies, Inc. (hereinafter referred to as "Vendor" or "Netsmart") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 1.8: Amendment and the provisions of the Agreement (P-37), the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to extend the term of the current Agreement to receive services from Netsmart through November 30<sup>th</sup>, 2021 and requests Netsmart to provide Automated Dispensing Machines as part of the Closed Loop Medication Management Solution;

WHEREAS, The Vendor agrees to provide services on the current Agreement through November 30<sup>th</sup>, 2021 and install the Solution necessary to complete the Automated Dispensing Machine capabilities needed to fulfill Closed Loop Medication Management automation.

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$2,330,245.46 (consisting of \$1,647,545.46 in Annualized Maintenance and Support for contract extension of all Segments (including Annualized Maintenance and Support for solutions installed prior to November, 2015), and \$682,700.00 for the CareFusion Solution in Segment 1 and Change Orders to bring the total contract price to \$2,750,660.22.

WHEREAS, the Department and the Vendor seek to modify the Agreement.

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

The Agreement is hereby amended as follows:

Amend Section 1.7 of the Agreement (Page 1) by extending the Completion Date from December 31, 2016 to November 30<sup>th</sup>, 2021;

Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$2,330,245.46 from \$420,414.76 to \$2,750,660.22.

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

**Table 1 Additional Changes to Contract Agreement 2016-032 - Part 3**

Applicable Section	AMENDED TEXT
Part 2 "Introduction"	Amend the following language FROM "This contract will consist of 3 segments, as follows:" TO "This contract will consist of 4 segments, as follows:"

Initial all pages  
Vendor Initials *[Signature]*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES  
SOFTWARE AND SERVICES AGREEMENT  
CONTRACT # 2016-032  
CONTRACT AMENDMENT #1**

<p><b>Part 2 "Introduction"</b></p>	<p>Add the following language to the Introduction, on page 7 of 27:</p> <p><b>SEGMENT 4 – ANNUALIZED MAINTENANCE &amp; SUPPORT PRIOR TO CONTRACT # 2016-032</b></p> <p>Prior to Contract #2016-032, New Hampshire Hospital operated software from Netsmart. This allowed the hospital to admit, discharge, transfer, bill for services, perform clinical documentation, sustain the IT integrity of the application, share information with the Pharmacy Management software, perform allergy checks, and utilize ICD-10 code sets. Continuing Maintenance and Support of these applications allows us to have access to updates and readily available enhancements as well as access to Netsmart support for troubleshooting and product assistance.</p>																										
<p><b>Entire Part 2 and Part 3, All references to "Segment 1"</b></p>	<p>All references to Segment 1 shall be understood to include the CareFusion product. It is not necessary to modify language except as noted herein because the CareFusion product is a component of Segment 1.</p>																										
<p><b>Part 2 Terms and Definitions</b></p>	<p>Add the following language to the Terms and Definitions table, beginning on page 1 of 27.</p> <table border="1" data-bbox="492 1006 1271 1889"> <tr> <td data-bbox="492 1006 716 1091">Acceptance Letter</td> <td data-bbox="716 1006 1271 1091">An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.</td> </tr> <tr> <td data-bbox="492 1091 716 1144">Acceptance Date</td> <td data-bbox="716 1091 1271 1144">The first day of the calendar month following Acceptance of the CareFusion Product.</td> </tr> <tr> <td data-bbox="492 1144 716 1219">Delayed Product</td> <td data-bbox="716 1144 1271 1219">A CareFusion Product that is not Accepted by the Support Term Begin Date for any reason that is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart.</td> </tr> <tr> <td data-bbox="492 1219 716 1272">Go Live Date</td> <td data-bbox="716 1219 1271 1272">First day of the month following the Completion Date for all Implementation Activities for the CareFusion Products.</td> </tr> <tr> <td data-bbox="492 1272 716 1336">Integral CareFusion Software</td> <td data-bbox="716 1272 1271 1336">Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the CareFusion Products under this Agreement.</td> </tr> <tr> <td data-bbox="492 1336 716 1485">CareFusion Software</td> <td data-bbox="716 1336 1271 1485">Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the CareFusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.</td> </tr> <tr> <td data-bbox="492 1485 716 1527">Limited Warranty</td> <td data-bbox="716 1485 1271 1527">The warranty for CareFusion Products Software Warranty set forth in this Agreement.</td> </tr> <tr> <td data-bbox="492 1527 716 1570">Main Unit</td> <td data-bbox="716 1527 1271 1570">An end-user work station that facilitates interaction with the device operating software for the CareFusion Products.</td> </tr> <tr> <td data-bbox="492 1570 716 1666">CareFusion Product</td> <td data-bbox="716 1570 1271 1666">Any CareFusion hardware and equipment (Pylis<sup>®</sup> equipment and Pylis<sup>®</sup> software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or CareFusion to the State pursuant to the terms of this Agreement.</td> </tr> <tr> <td data-bbox="492 1666 716 1708">RSS</td> <td data-bbox="716 1666 1271 1708">Remote Support Services</td> </tr> <tr> <td data-bbox="492 1708 716 1761">Service Case Hours</td> <td data-bbox="716 1708 1271 1761">The total number of hours required to resolve a reported issue for a CareFusion Product, from the time a case is opened by the TSC until it is closed.</td> </tr> <tr> <td data-bbox="492 1761 716 1804">Support Services</td> <td data-bbox="716 1761 1271 1804">The support services for the CareFusion Products provided pursuant to the terms and conditions of Schedule B.</td> </tr> <tr> <td data-bbox="492 1804 716 1889">Support Term Begin Date</td> <td data-bbox="716 1804 1271 1889">The Support Term Begin Date for the applicable Support Term of a CareFusion Product is set forth in the applicable implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on</td> </tr> </table>	Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.	Acceptance Date	The first day of the calendar month following Acceptance of the CareFusion Product.	Delayed Product	A CareFusion Product that is not Accepted by the Support Term Begin Date for any reason that is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart.	Go Live Date	First day of the month following the Completion Date for all Implementation Activities for the CareFusion Products.	Integral CareFusion Software	Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the CareFusion Products under this Agreement.	CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the CareFusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.	Limited Warranty	The warranty for CareFusion Products Software Warranty set forth in this Agreement.	Main Unit	An end-user work station that facilitates interaction with the device operating software for the CareFusion Products.	CareFusion Product	Any CareFusion hardware and equipment (Pylis <sup>®</sup> equipment and Pylis <sup>®</sup> software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or CareFusion to the State pursuant to the terms of this Agreement.	RSS	Remote Support Services	Service Case Hours	The total number of hours required to resolve a reported issue for a CareFusion Product, from the time a case is opened by the TSC until it is closed.	Support Services	The support services for the CareFusion Products provided pursuant to the terms and conditions of Schedule B.	Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a CareFusion Product is set forth in the applicable implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on
Acceptance Letter	An Acceptance Letter provided by the State to Vendor confirming that a Deliverable has satisfied any applicable Acceptance Tests or Review. Notwithstanding the foregoing, as applicable to the CareFusion Products or related Services.																										
Acceptance Date	The first day of the calendar month following Acceptance of the CareFusion Product.																										
Delayed Product	A CareFusion Product that is not Accepted by the Support Term Begin Date for any reason that is not the sole fault of Netsmart or CareFusion, as a subcontractor of Netsmart.																										
Go Live Date	First day of the month following the Completion Date for all Implementation Activities for the CareFusion Products.																										
Integral CareFusion Software	Software that may be licensed separately by Netsmart's subcontractor, CareFusion, but is commercially released or bundled as an integral part of the CareFusion Products under this Agreement.																										
CareFusion Software	Means all Software distributed by CareFusion for the use of the CareFusion Products whether owned, or licensed by CareFusion (e.g., application software, embedded and/or integrated software, interface software, custom drivers including additional software elements integrated into the CareFusion Product including Leximcomp). The CareFusion Software is licensed, not sold. CareFusion and its licensors retain all ownership rights in CareFusion Software.																										
Limited Warranty	The warranty for CareFusion Products Software Warranty set forth in this Agreement.																										
Main Unit	An end-user work station that facilitates interaction with the device operating software for the CareFusion Products.																										
CareFusion Product	Any CareFusion hardware and equipment (Pylis <sup>®</sup> equipment and Pylis <sup>®</sup> software), disposables, Software, Software licenses, accessories or other products and/or Services provided by Netsmart or CareFusion to the State pursuant to the terms of this Agreement.																										
RSS	Remote Support Services																										
Service Case Hours	The total number of hours required to resolve a reported issue for a CareFusion Product, from the time a case is opened by the TSC until it is closed.																										
Support Services	The support services for the CareFusion Products provided pursuant to the terms and conditions of Schedule B.																										
Support Term Begin Date	The Support Term Begin Date for the applicable Support Term of a CareFusion Product is set forth in the applicable implementation timeline as the "Term Begin Date". If there is no Term Begin Date in an applicable Implementation Timeline, then the applicable Support Term shall begin on																										

Initial all pages  
Vendor Initials *jm*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES  
SOFTWARE AND SERVICES AGREEMENT  
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		the first day of the month following the date the CareFusion Product is Accepted.
	Third Party Software	Any software or databases embedded into the Products or used in connection with the Products or Services, which are owned by a third party licensed by CareFusion, and provided by Netsmart under the terms of this Agreement.
	TBC	CareFusion's Technical Support Center
	Updates	A bug fix, patch, error correction, virus update, or other Deliverable or modification to existing features to maintain the security or operation of the integral CareFusion Software.
	Upgrades	A major Deliverable, new feature or other improvement to the integral CareFusion Software, but does not include any hardware, Third Party Software, or any other integral CareFusion Software that is generally licensed separately.
Part 2 Introduction	Add the following language under "SEGMENT 1 - RxCONNECT IMPLEMENTATION SERVICES"  The terms and conditions that will govern the purchase, use and support of the CareFusion Products provided herein are attached as Schedule A.	
Part 3 Section 3 Project Management	Delete 3.2.5 and replace with the following language:  "3.5.2 The Contracted Vendor Project Manager for Netsmart products and Services is: Brian Taylor Netsmart Project Manager Netsmart Technologies, Inc. 3500 Sunrise Highway, Suite D122 Great River, New York 11739 Tel: (614) 778-6747 Email: btaylor@ntst.com  3.2.6 The Project Manager for Pyxis products and Services is: Raquel DeCandio Pyxis Project Manager Netsmart Technologies, Inc. 3500 Sunrise Highway, Suite D122 Great River, New York 11739 Tel: (845) 325-2002 Email: Raquel.DeCandio@Carefusion.com	
Exhibit A - Contract Deliverables - Part 3	Add the following language to Exhibit A, page 15 of 66:  1.18 CareFusion MedStation Implementation The applicable Implementation and Support Services for the CareFusion Products are hereby attached as Schedule B.	
Exhibit B - Price and Payment Schedule, Section 1.1	On page 29 of 66, replace "420,414.76" with \$2,750,660.22. Replace "December 31, 2016" with "November 30, 2021"  On page 29 of 66 replace "Software Licenses, Subscriptions, and Maintenance" with "CareFusion Automated Dispensing System, CareFusion Software Licenses, Subscriptions, and Maintenance".  On page 30 of 66 replace table with the table below:	

Initial all pages  
Vendor Initials *gr*



**STATE OF NEW HAMPSHIRE  
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Software and Subscription Deliverables							
	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment - Due not 30 days after receipt	Total Payments Through November 30, 2011	
1	- ReCovered Browser Licenses - @ \$11,000.00 - ReCovered AGM Browser Interface Licenses - @ \$1,000.00 - Crystal Reports Developer Version Licenses - @ \$175.00	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-032	N/A	Not Applicable	Paid November 2011	\$17,175.00
2	Avista Electronic Mail Admin Record (EMAR) Licenses	Licensed Software, One Time Fee	Delivered upon execution of Contract #2016-032	N/A	Not Applicable	Paid November 2011	\$21,000.00
3	Univision Mail Subscription - Includes up to 200 seats for one location - Monthly subscription fee of \$187.64 for period November 1, 2010-June 30, 2011, for total of 6 months of - Monthly fees are payable for all months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Licensed Subscription, Recurring Fee	Delivered upon execution of Contract #2016-032	Delivered in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$12,713.48		\$12,713.48
4	- ReCovered Browser Maintenance - @ \$150.00 per month - ReCovered AGM Browser Interface Maintenance - @ \$34.17 per month - Crystal Reports Developer Version Maintenance - @ \$ 8.33 per month - Monthly fees are payable for 12 months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-032	Delivered in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$4,168.31		\$4,168.31
5	Avista Electronic Mail Admin Record (EMAR) Maintenance - @ \$611.00 per month - Monthly fees are payable for 12 months one time per year - Annualized renewal payments are defined in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract #2016-032	Delivered in Extended Maintenance and Support beginning with the Initial Payments for Segment 1	\$4,217.30		\$4,217.30
6	Conduent eFile from eDoc Automated Documenting System consisting of the following Conduent Product ID items (Quantity 1 unless specified 2000) (Quantity 1) 243 120018-01, 128812-01, 02881-01, 200, 124781-01	System Purchase Price, to be paid Month in 60 Equal Installments of \$11,600.00	Upon occurrence of delivery of licensed software and hardware for implementation of implementation tool.	\$112,940.00	N/A		\$112,940.00
					<b>\$11,547.79</b>		<b>\$11,547.79</b>
<p>On page 30 of 66 replace "Grand Total - Segment 1 = \$147,931.43" with "Grand Total Segment 1 = \$922,485.44"</p>							
Exhibit B - Price and Payment Schedule, Section 1.1	<p>On page 30 of 66 insert the following table above "Grand Total Segment 1 = \$922,485.44" to show Maintenance and Support Payments for renewals beginning with the Initial Payment:</p>						

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES**  
**SOFTWARE AND SERVICES AGREEMENT**  
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		Renewal Maintenance and Support Payments beginning with the date of Payment for Segment 1								
		A	B	C	D	E	F	G	H	
		11/2016 - 01/2017	02/2017 - 01/2018	02/2018 - 01/2019	02/2019 - 01/2020	02/2020 - 01/2021	02/2021 - 01/2022	02/2022 - 01/2023	Total	
Exhibit B - Price and Payment Schedule, Section 1.1	Additional 135 Average Inpatient Nurse of Users (Maintenance and Support \$1,782.00 per month to begin to roll - First Year in the Payment due and 30 days upon contract execution)	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$15,096.00	
	Additional 30 Average Cashier Clerk, 14400-14400, Platform Specific Concierge or Diagnostician and Support \$232.00 per month to begin to roll - First Year in the Payment due and 30 days upon contract execution	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$1,856.00	
	<b>Total</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$16,952.00</b>	
	On page 31 of 66 insert the following table above "Grand Total Segment 2 = \$149,850.00" to show Maintenance and Support Payments for renewals beginning with the initial Payment in the table above:									
	Renewal Maintenance and Support Payments beginning with the date of Payment for Segment 2									
		A	B	C	D	E	F	G	H	
		11/2017 - 01/2018	02/2018 - 01/2019	02/2019 - 01/2020	02/2020 - 01/2021	02/2021 - 01/2022	02/2022 - 01/2023	11/2023	Total	
Exhibit B - Price and Payment Schedule, Section 1.1	Additional 135 Average Inpatient Nurse of Users (Maintenance and Support \$1,782.00 per month to begin to roll - First Year in the Payment due and 30 days upon contract execution)	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$1,782.00	\$15,096.00	
	Additional 30 Average Cashier Clerk, 14400-14400, Platform Specific Concierge or Diagnostician and Support \$232.00 per month to begin to roll - First Year in the Payment due and 30 days upon contract execution	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$232.00	\$1,856.00	
	<b>Total</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$2,014.00</b>	<b>\$16,952.00</b>	
	On page 31 of 66 replace "Grand Total Segment 2 = \$149,268.50" with Grand Total Segment Two = \$322,456.91									
	On page 32 of 66 "SEGMENT 3...." Replace second table with the following table covering extended Maintenance and Support period:									
	Software and Subscription Deliverables									
	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment	Total Payment Through November 30, 2021				
	POB and Batch Scanning Powered by Perception (LIC9140)	Licensed Software, One Time Fee	Delivered upon execution of Contract 02016-032	Not Applicable	Paid November 2015	\$17,982.00				
	POB and Batch Scanning Powered by Perception (Maintenance) @ \$291.00 per month - Monthly fees are payable for all months first year of term - A limited annual payment is added to Extended Maintenance and Support beginning with the initial Payment for Segment 1	Software Maintenance, Recurring Fee	Delivered upon execution of Contract 02016-032	Delivered in Extended Maintenance and Support beginning with the initial Payment for Segment 1	\$2,014.00	\$19,362.00				
			<b>TOTAL</b>			<b>\$37,344.00</b>				
	On page 32 of 66 replace "Grand Total Segment 3 = \$112,633.33" with "Grand Total Segment 3 = \$132,375.95"									
	On page 32 of 66 insert the following table above "Grand Total Segment 3 = \$132,375.95" to show Maintenance and Support Payments for renewals beginning with the initial Payment:									

Initial all pages  
Vendor Initials *[Signature]*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF INFORMATION SERVICES  
SOFTWARE AND SERVICES AGREEMENT  
CONTRACT # 2016-032  
CONTRACT AMENDMENT #1**

<p><b>Schedule, Section 1.1</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="8" style="text-align: center;">Extended maintenance and support services for the state of New Hampshire contract for pyxis</th> </tr> <tr> <th style="width: 15%;">Item</th> <th style="width: 10%;">A</th> <th style="width: 10%;">B</th> <th style="width: 10%;">C</th> <th style="width: 10%;">D</th> <th style="width: 10%;">E</th> <th style="width: 10%;">F</th> <th style="width: 10%;">G</th> </tr> <tr> <td></td> <td>12/2011</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>11/2011</td> </tr> </thead> <tbody> <tr> <td>Initial and Ongoing Training Provided by Client</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> </tr> <tr> <td>Travel</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> </tr> </tbody> </table>	Extended maintenance and support services for the state of New Hampshire contract for pyxis								Item	A	B	C	D	E	F	G		12/2011	07/2012	07/2012	07/2012	07/2012	07/2012	11/2011	Initial and Ongoing Training Provided by Client	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	Travel	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00																																																
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<p><b>Exhibit B - Price and Payment Schedule, Section 1.1</b></p>	<p>On page 33 of 66 insert "SEGMENT 4 - ANNUALIZED MAINTENANCE &amp; SUPPORT PRIOR TO CONTRACT # 2016-032"</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="8" style="text-align: center;">Extended maintenance and support services for the state of New Hampshire contract for pyxis</th> </tr> <tr> <th style="width: 15%;">Item</th> <th style="width: 10%;">A</th> <th style="width: 10%;">B</th> <th style="width: 10%;">C</th> <th style="width: 10%;">D</th> <th style="width: 10%;">E</th> <th style="width: 10%;">F</th> <th style="width: 10%;">G</th> </tr> <tr> <td></td> <td>12/2011</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>07/2012</td> <td>11/2011</td> </tr> </thead> <tbody> <tr> <td>Multiple Standard Use in (SMA) Licenses - First Year Initial Payment due not 30 days upon purchase completion</td> <td>\$0.00</td> <td>\$75,000.00</td> <td>\$1,000,000.00</td> <td>\$1,000,000.00</td> <td>\$1,000,000.00</td> <td>\$1,000,000.00</td> <td>\$75,000.00</td> </tr> <tr> <td>Vendor Critical Workstation (CWS) - First Year Initial Payment due not 30 days upon completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Vendor Practice Management (PM), Client Portal Management System (CPMS), Order Entry (OE) - First Year Initial Payment due not 30 days upon completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Vendor HCP to HCP - First Year Initial Payment due not 30 days upon purchase completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Vendor Call Center, Multi-Screen, Platform Specific Consultant (LIS Support) - First Year Initial Payment due not 30 days upon completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Diagnosis Counselor on Demand (DCOD) - Initial and Ongoing (60000000) - First Year Initial Payment due not 30 days upon completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Vendor Utilities - First Year Initial Payment due not 30 days upon purchase completion</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> <td>\$1,000.00</td> </tr> <tr> <td>Travel</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> <td>\$2,000.00</td> </tr> </tbody> </table> <p style="text-align: center;">"Grand Total Segment 4 = \$1,343,341.92"</p>	Extended maintenance and support services for the state of New Hampshire contract for pyxis								Item	A	B	C	D	E	F	G		12/2011	07/2012	07/2012	07/2012	07/2012	07/2012	11/2011	Multiple Standard Use in (SMA) Licenses - First Year Initial Payment due not 30 days upon purchase completion	\$0.00	\$75,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$1,000,000.00	\$75,000.00	Vendor Critical Workstation (CWS) - First Year Initial Payment due not 30 days upon completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Vendor Practice Management (PM), Client Portal Management System (CPMS), Order Entry (OE) - First Year Initial Payment due not 30 days upon completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Vendor HCP to HCP - First Year Initial Payment due not 30 days upon purchase completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Vendor Call Center, Multi-Screen, Platform Specific Consultant (LIS Support) - First Year Initial Payment due not 30 days upon completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Diagnosis Counselor on Demand (DCOD) - Initial and Ongoing (60000000) - First Year Initial Payment due not 30 days upon completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Vendor Utilities - First Year Initial Payment due not 30 days upon purchase completion	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Travel	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
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<p><b>Exhibit B - Price and Payment Schedule, Section 1.1</b></p>	<p>On page 33 of 66 insert the following table above "Grand Total Change Order = \$10,000" to show updated Change Order amount to include Pyxis MedStation Implementation:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Deliverable</th> <th style="width: 20%;">Deliverable Type</th> <th style="width: 20%;">Est. Projected Delivery Date</th> <th style="width: 20%;">Payment</th> </tr> </thead> <tbody> <tr> <td>Change Order - HbConnect or Document Imaging</td> <td>Non-Software</td> <td>As Needed</td> <td>\$10,000.00</td> </tr> <tr> <td>Change Order - Project Management and Vendor/Client Configuration for Pyxis MedStation Implementation Project</td> <td>Non-Software</td> <td>As Needed</td> <td>\$20,000.00</td> </tr> </tbody> </table>	Deliverable	Deliverable Type	Est. Projected Delivery Date	Payment	Change Order - HbConnect or Document Imaging	Non-Software	As Needed	\$10,000.00	Change Order - Project Management and Vendor/Client Configuration for Pyxis MedStation Implementation Project	Non-Software	As Needed	\$20,000.00																																																																												
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Initial all pages  
Vendor Initials *Jr*

**STATE OF NEW HAMPSHIRE  
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SOFTWARE AND SERVICES AGREEMENT  
CONTRACT # 2016 -032  
CONTRACT AMENDMENT #1**

Exhibit B - Price and Payment Schedule, Section 1.1	<p>On page 33 of 66, delete the Grand Total Chart, and replace with:</p> <table style="margin-left: auto; margin-right: auto;"> <tr><td>Segment 1</td><td style="text-align: right;">\$922,485.44</td></tr> <tr><td>Segment 2</td><td style="text-align: right;">\$322,456.91</td></tr> <tr><td>CONTRACT Segment 3</td><td style="text-align: right;">\$132,375.95</td></tr> <tr><td>GRAND TOTAL Segment 4</td><td style="text-align: right;">\$1,343,341.92</td></tr> <tr><td>Change Orders</td><td style="text-align: right;">\$30,000.00</td></tr> <tr><td>GRAND TOTAL</td><td style="text-align: right;">\$2,750,660.22</td></tr> </table>	Segment 1	\$922,485.44	Segment 2	\$322,456.91	CONTRACT Segment 3	\$132,375.95	GRAND TOTAL Segment 4	\$1,343,341.92	Change Orders	\$30,000.00	GRAND TOTAL	\$2,750,660.22
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GRAND TOTAL	\$2,750,660.22												
Exhibit B - Price and Payment Schedule, Section 2	<p>Delete Section 2 Total Contract Price, and replace with:</p> <p><b>2. TOTAL CONTRACT PRICE</b></p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,750,660.22. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Netsmart for all fees and expenses, of whatever nature, incurred by Netsmart in the performance hereof.</p> <p>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.</p>												

**Table 2 CONTRACT #2016-032 - Netsmart Software and Services Agreement**

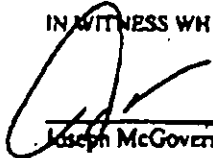
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-032	Original Contract	11/4/2015 Item #9	December 31, 2016	\$420,414.76
2016-032 Amendment A	1 <sup>st</sup> Amendment	Upon G&C Approval	November 30, 2021	\$2,330,245.46
	<b>CONTRACT TOTAL</b>			<b>\$2,750,660.22</b>

Initial all pages  
Vendor Initials

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

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


  
\_\_\_\_\_  
Joseph McGovern, Executive Vice President  
NetSmart Technologies, Inc.

Date: 10/25/16

Corporate Signature Notarized  
STATE OF New York  
COUNTY OF Suffolk

On this the 25<sup>th</sup> day of October, 2016, before me,  
Joseph McGovern the undersigned Officer \_\_\_\_\_  
personally appeared and acknowledged her/himself to be the EVP  
of NetSmart Technologies, a corporation, and that she/he as such  
EVP being authorized to do so, executed the foregoing instrument for  
the purposes therein contained, by signing the name of the corporation by her/himself as  
Joseph McGovern.

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

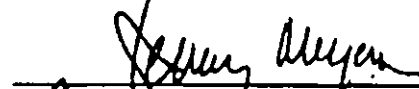
  
Notary Public/Justice of the Peace

My Commission Expires: 5/12/18

(SEAL)


JAMES GIORDANO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 0106303169  
Qualified in Suffolk County  
My Commission Expires May 12, 2018

State of New Hampshire

  
\_\_\_\_\_  
Jeffrey A. Meyers, Commissioner  
State of New Hampshire  
Department of Health and Human Services

Date: 11/29/16

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 11/30/16

**STATE OF NEW HAMPSHIRE  
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**Schedule A**

The terms of this Schedule A apply to the CareFusion Product provided by Netsmart. The State understands and agrees that CareFusion Solutions, LLC ("CareFusion") will be providing services in relation to the CareFusion Products as a subcontractor of Netsmart pursuant to a separate agreement between Netsmart and CareFusion, and that Netsmart shall remain wholly responsible for the performance of the entire Agreement in accordance with Section 15.2 (*Assignment, Delegation and Subcontracts*) of Part 2 of the Agreement. Any capitalized terms below will have the same meaning as set forth under the "Terms and Definitions" section of the Agreement unless such term is provided a different meaning, below.

**PART I: CareFusion Product and CareFusion Software Terms; General Terms and Conditions**

**NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART I, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.**

1. **Acceptance.** A CareFusion Product will be deemed accepted by the State upon completion of System Implementation and an Acceptance Letter, provided that such CareFusion Product functions substantially in accordance with the specifications of its User Guide (defined below). The State may reject a CareFusion Product only if the CareFusion Product fails to function substantially in accordance with the specifications of its User Guide. State understands that the CareFusion Products prior to acceptance are provided on an "as available" basis and Netsmart does not guarantee availability for production use of the CareFusion Products at any time prior to acceptance.
2. **CareFusion Product Software Warranty.** Netsmart and the State agree that CareFusion makes no warranty of any kind, express or implied, to the State. Netsmart represents and warrants to the State that it is authorized to license and to provide a warranty for the CareFusion Product to the State, in its own name, and the terms of that warranty have been set forth in the Agreement between the State and Netsmart. To the extent that Netsmart requires assistance or support from CareFusion in connection with a warranty claim by the State, Netsmart will obtain that support from CareFusion but in any event, the terms and scope of the Netsmart warranty for the CareFusion Product will be governed by the Agreement between Netsmart and the State.
3. **LIMITATION OF LIABILITY.**
4. **CareFusion Software, Data, and Intellectual Property Ownership.**
  - a.
  - b. **CareFusion Software License.** Subject to these terms and conditions and applicable User Guide and the license restriction set forth in Subsection (c) below, Netsmart is authorized by CareFusion to grant to the State a subscription-only, non-exclusive, non-transferable license to use CareFusion Software solely in connection with the CareFusion Products at the State's site(s). The subscription license granted herein does not include a license for the State to use CareFusion Software for any development or for any commercial resale to support the product for any commercial use outside of the State operated facility(s). The CareFusion Software

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will be subject to the terms and conditions under Part III (Third Party Software Terms and Conditions), below. For CareFusion Software, the State will use third-party equipment meeting the applicable minimum System requirements (as specified to the State in writing or equipment provided to the State as part of this agreement) and will protect its System and the CareFusion Software from viruses, malware, and intrusion. The State will perform applicable manufacturer recommended maintenance for such equipment and maintain such equipment at the version levels specified to the State in writing.

- c. CareFusion Software License Restrictions: Scope of Use. (i) All title and intellectual property rights in and to CareFusion Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any Improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in CareFusion Software, are and at all times shall remain, the sole and exclusive property of CareFusion or its licensors. CareFusion Software is protected by copyright laws as well as other intellectual property laws and treaties. State's possession, use, or access to CareFusion Software does not transfer any ownership of CareFusion Software nor any intellectual property rights to the State. All rights not expressly granted under this Agreement are reserved by CareFusion and its licensors. Nothing contained in this Agreement shall be construed directly or indirectly to assign or grant to State any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of CareFusion or its licensors. (ii) State may not make any copies of CareFusion Software or any Deliverable for any purpose unless for back-up purposes expressly authorized by Vendor; (iii) sell, assign, sublicense, distribute, rent, or otherwise transfer CareFusion Software to a third party; or (iv) separate integrated CareFusion Software from any CareFusion Product, or otherwise use integrated CareFusion Software except as an integrated part of the applicable CareFusion Product. Without limiting these license restrictions, the State will adopt and implement reasonable measures to guard against unauthorized use of CareFusion Software. Netsmart may suspend or revoke user codes, or take other appropriate action, if Netsmart reasonably believes that a security violation has occurred. Scope of use restrictions for CareFusion Software are set forth in this Contract. The State's scope of use will be measured periodically and additional fees will apply if the scope of use is exceeded. Upon Netsmart's reasonable request (no more than once per year), the State will provide Netsmart with relevant information to verify the State's scope of use (such as count or list of active users). The State will provide Netsmart with thirty (30) days prior notice for any event affecting the State's scope of use, such as acquisition of a hospital or construction of a new facility, so the State's scope of use may be adjusted. The State will not resell the CareFusion Products. The State acknowledges and agrees that any breach of these restrictions may result in immediate and irreparable harm to for which money damages are an inadequate remedy, and State agrees that either CareFusion or Netsmart is entitled to injunctive relief if any restriction contained herein is violated.
- d. Intellectual Property Ownership. All right, title and interest in the intellectual property embodied in the CareFusion Products and the CareFusion Software and related Deliverables (including, without limitation, all copyrights, patents, trademarks, trade secrets, trade names, and trade dress), will belong solely and exclusively to Netsmart or the applicable supplier or licensor. The State has no rights in any such intellectual property, except as expressly granted in this Amendment.

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5. **System Requirements.** For CareFusion Software-only Products, the State will use third-party Equipment meeting the applicable minimum System requirements (as specified to the State in writing) and will protect its System and the CareFusion Software from viruses, malware, and intrusion. The State will perform applicable manufacturer recommended maintenance for such Equipment and maintain such Equipment at the version levels specified to the State in writing.
6. **Termination Rights.**
7. **Information Management Tools.** The State acknowledges and agrees that the CareFusion Software furnished pursuant to this Amendment is an information management tool only and that it contemplates and requires the involvement of the State's learned intermediaries. The State further acknowledges and agrees that neither Netsmart nor its suppliers have represented its products as having the ability to diagnose disease, prescribe treatment, or perform any other tasks that constitute the practice of medicine or of other professional or academic disciplines.
8. **Support.** Support Services for Carefusion Products (hereafter referred to as "Support") will be provided by CareFusion, as a subcontractor of Netsmart, to the State pursuant to the following terms and selected support program (Standard Program is selected) and product type (e.g., CareFusion Product equipment or Integral CareFusion Software). The support program and terms are set forth in Part II, below.
  - a. **Properly Performing.** During the Support Term, CareFusion, as a subcontractor and on behalf of Netsmart, and the State, as applicable, will provide Support necessary to keep the Carefusion Products and the Netsmart side of any applicable interfaces ("Interfaces") performing in accordance with the material specifications of the applicable User Guide ("Properly Performing"). If CareFusion determines that a Carefusion Product cannot be made Properly Performing through repair Services, then portions of the Carefusion Product equipment will be replaced or the functionality of the Integral CareFusion Software will be restored, as needed. During any Extended Term, commercially reasonable efforts will be used to restore the functionality of any Carefusion Product, which is not Properly Performing, but there will be no obligation to replace Equipment or Integral CareFusion Software.
  - b. **Remote Support Services.** Remote support services ("RSS") will be provided on a 24/7/365 basis through CareFusion's Technical Support Center ("TSC"). To permit access to the Carefusion Product via RSS, the State will provide high-speed Internet access and firewall modifications to enable connectivity, if applicable. If the State's system, connectivity, or personnel prevent CareFusion from performing RSS on a Carefusion Product, then: (i) any Guaranteed Response Time or Uptime (as defined in the respective support program selected by the State) applicable to that Carefusion Product will be void; and (ii) The State will permit the installation and maintenance at the State's site the applications necessary to allow the deployment of Updates and Upgrades (as defined below) by RSS. Where RSS is not practical and direct access to equipment is required, the State will allow such access.
  - c. **Interface Modification.** If an Interface between a Carefusion Product and the State's information system is modified as part of Support, then the State will test the modified Interface within seventy-two business (72) hours. The State's sole remedy related to Interface functionality will be for the Interface to be modified to provide full functionality.
  - d. **Replacement Parts.** Non-consumable parts in Carefusion Product equipment, including Pyxis CUBIE<sup>®</sup> Pockets, which are not Properly Performing for any reason other than an External Cause (as defined below) will be adjusted and replaced. Replacement parts will be furnished on an exchange basis.



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- e. **Preventative Maintenance.** Onsite preventative maintenance of Carefusion Product equipment will be performed in accordance with the then-current preventive maintenance schedule.

**PART II. Support Programs for CareFusion Products**

**NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART II, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.**

1. **Standard Support Plan.** The State has elected the Standard Support Plan in which the following terms will apply:
- 1.1 **State Obligations.** The State will be responsible for support of the following activities:
- (a) **Server Support.** The State will provide services for (i) the State's side of station and server network connectivity, (ii) The State-provided server hardware, and (iii) server-based, non-application related System performance and downtime, e.g., operating system, database issues, host system etc.
  - (b) **System Requirements.** The State will provide (i) station and server environment, e.g., power and plugs, etc., (ii) State data center and network availability, (iii) conformance with minimum server environment requirements for the Carefusion Product(s) as set forth in an applicable Hardware Requirements Schedule, and (iv) a virtual platform approved by CareFusion for all CareFusion-provided Virtual Machine deployments as set forth in an applicable Hardware Requirements Schedule.
  - (c) **Peripherals.** The State will provide support for all non-CareFusion provided peripheral products, e.g., mobile devices.
  - (d) **Training Logistics.** The State will be informed of training logistic requirements and State will provide appropriate resources, space, and access to applicable System or equipment at the installation site to support training activities provided to State representatives.
  - (e) **Virtual Machine (VM) Deployments.** For Integral CareFusion Software deployed using VM technology, the State will provide all Services for (i) database backup and recovery, (ii) operating system patches, updates and security, and (iii) the performance of the applicable relational database server (e.g., MSSQL) instance for the Carefusion Product(s) as set forth in the hardware requirements.
  - (f) **Active Directory.** For products that support Active Directory capability, the State will provide integrated Active Directory Services and user administration, e.g., passwords, user log-in, etc.
  - (g) **Data Backup.** Where applicable, the State will implement a network data backup capability that is remote to Carefusion Product(s) and in accordance with guidelines provided to the State.
  - (h) **Maintenance.** The State will provide (i) basic product feature support for internal staff, including but not limited to general product use, facility-specific and general System settings and user log-in practices, (ii) basic hardware issue resolution, including drawer "jams" due to overfilling, cleaning of biometric identification devices, network cabling

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issues, and general equipment cleaning, and (iii) State-specific network connectivity and configuration.

- (i) CareFusion Software Patching. The State will schedule and deploy CareFusion-approved software patches to servers (e.g., operating system, anti-virus, and product patches) for Carefusion Products that operate on the Pyxis 4000 technology platform ("Pyxis 4000 Products").

**1.2 Netsmart Obligations Specific to Carefusion Products.** Netsmart, through services provided by CareFusion as its subcontractor, will be responsible for the following Support activities:

- (a) Maintenance. There will be 24/7/365 support provided for all Carefusion Products maintenance activities not covered under Section 1.1, the State Obligations, including but not limited to, (i) all Carefusion Product equipment break/fix activities that require a trained service technician for triage, troubleshooting, and service part replacement; (ii) server application, (iii) defects in Carefusion Products (iv) station database and operating system services, (v) support for server hardware acquired from CareFusion, and (vi) Interfaces.
- (b) CareFusion Software Patching. Netsmart will schedule and deploy CareFusion-approved software patches for products that are not the responsibility of the State as set forth in Section 1.1 above (e.g., all stations, servers that are not maintained by the State).
- (c) State Training. Training will provided one time to a mutually agreed-upon number of designated State personnel to perform the activities set forth under Section 1.1 above, State Obligations item (h) Maintenance.

**2. Exclusions and Limitations.**

**2.1 External Causes.** Specifically with respect to the CareFusion Product, Netsmart is not obligated to perform Support for any part of a CareFusion Product which is not properly performing because of (i) any Support activity that is a State obligation as defined under Sections 1.1, 2.1 or 3.1 ("State Obligations"); or (ii) the State prevents or refuses installation of an Update or Upgrade which the State has purchased or is otherwise entitled to receive (collectively, "External Causes"). If the State requests that Netsmart attempt to correct a problem with a Carefusion Product attributable to an External Cause, then repair services will be performed in accordance with the Change Order process described in Contract Section 9 CHANGE ORDERS.

**2.2 State Equipment.** Support will not be provided for products that are not Carefusion Products, including but not limited to State's equipment, software and personal peripheral devices (e.g., mobile devices, printers) used in conjunction with the Carefusion Products.

**2.3 Consumables.** Support does not include the replacement or installation of consumables, including but not limited to batteries, paper and toner.

**2.4 Limitation on Support and Maintenance Activities.** Notwithstanding any other provision to the contrary set forth herein, Support and maintenance will be provided for the Carefusion Products only with respect to the two (2) most recent Upgrades of the CareFusion Software.

**2.5 Additional Services.** Any service not specifically identified herein as a component of the Support Plan elected by the State under the Contract may be provided by Netsmart through the Change Order process as defined in Contract Section 9 CHANGE ORDERS.

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**3. Additional Support Terms.**

**3.1 Guaranteed Response Time.** A field service representative is guaranteed to arrive at the location of the Carefusion Product within the timeframe set forth in the table below, calculated from the time of dispatch from TSC ("Guaranteed Response Time"). If Netsmart is solely responsible for failing to meet the Guaranteed Response Time, then as State's sole and exclusive remedy, the State will receive the credit set forth below, provided that the State gives written notice to Netsmart within the time period specified below. This subsection does not apply to Support cases for Integral CareFusion Software only.

Support Type	Guaranteed Response Time	Written Notice to be given by State to Netsmart	Guaranteed Response Time Credit
Standard Plan	Within 24 hours	Within 10 days of the end of the calendar month in which dispatch occurred	5% of the Monthly Support Fee for the affected Carefusion Product(s)

**3.2 Uptime Guarantee.** A Carefusion Product that is RSS-enabled ("RSS-Enabled Product") is guaranteed to be Properly Performing ("Up") no less than the percentage set forth in the table below of the total number of hours during each calendar month of the Support Term ("Uptime Guarantee"). Netsmart will determine if an RSS-Enabled CareFusion Product is not Up beginning on the date and time that such product is identified as not in service for reasons other than: (i) performance of scheduled preventative maintenance; (ii) delays caused by the State; (iii) External Cause; or (iv) any period that the State or the State's information system does not permit Support to be provided for such Carefusion Product.

Uptime will be calculated as follows:

Uptime =  $\frac{(\text{Total \# of devices at a site} * 24 \text{ hrs per day} * \# \text{ days in month}) - (\text{Total \# of Service Case Hours in the month for that site})}{(\text{Total \# of devices at a site} * 24 \text{ hrs per day} * \# \text{ days in month})}$   
 "Service Case Hours" means the total number of hours required to resolve a reported issue for a Carefusion Product, from the time a case is opened by the TSC until it is closed.

If Netsmart is solely responsible for not meeting the Uptime Guarantee, then, as the State's sole and exclusive remedy, the credit set forth in the table below (if any) will be applied to the Total Monthly Support Fee(s) for all RSS-Enabled Carefusion Product(s) subject to the Uptime Guarantee provided that: (i) the State gives written notice to Netsmart within the timeframe specified below; and (ii) Netsmart verifies the State's claim. Any credit will be applied in the month following the end of the next business quarter.

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Support Type	Uptime	Written Notice to be given by the State to Netsmart	Uptime Guarantee Credit
Standard Plan	None	N/A	N/A

**3.3 Updates.** "Update" means a bug fix, patch, error correction, virus update, minor Software Deliverable or modification to existing features to maintain the security or operation of the Integral CareFusion Software. During the Support Term, if CareFusion generally releases an Update to the Integral CareFusion Software, then such Update will be installed via RSS or by other means chosen by Netsmart, and notice of such Update will be delivered to the State. The State will promptly test the connections between the Carefusion Product and State's information system.

**3.4 Upgrades.** "Upgrade" means a major Software Deliverable, new feature or other improvement to the Integral CareFusion Software, but does not include any hardware, Third Party Software, or any other Integral CareFusion Software that CareFusion generally licenses separately. During the Support Term, if CareFusion generally releases an Upgrade to the Integral CareFusion Software, then such Upgrade will be installed via RSS or by other means chosen by Netsmart and, notice of such Upgrade will be delivered to the State. The State will promptly test the connections between the Carefusion Product and State's information system.

- 4. Onsite Support.** The State may cancel scheduled onsite Support by delivering notice to TSC no less than two (2) business days prior to the start date. If the State fails to provide such notice or otherwise prevents CareFusion from performing scheduled onsite Support, then the Guaranteed Response Time will not be honored, and the Uptime calculation will not include the Service Case Hours associated with that service call. Netsmart employees and agents ("Netsmart Personnel") shall not handle the State's medications. The State must be present and capable of monitoring Netsmart Personnel during any activity involving Carefusion Products in which medications are present. **Termination for Cause by Netsmart. PART III. Third Party Software in CareFusion Products**

The terms under this Part III governs the State's access to and use of third party software or databases embedded into the CareFusion Products or used in connection with the CareFusion Products, which are owned by a third party and licensed by CareFusion (collectively referred to as "Third Party Software").

**NOTWITHSTANDING THE FOLLOWING SECTIONS CONTAINED IN THIS PART III, NOTHING WILL DIMINISH NETSMART'S OBLIGATIONS AND LIABILITIES TO THE STATE UNDER THE AGREEMENT.**

**I. GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL THIRD PARTY SOFTWARE**

**I.1 Ownership.** Third Party Software is licensed, not sold, to the State. All title and intellectual property rights in and to Third Party Software (including, but not limited to, code sequence, logic, structure and screens) and documentation, and in and to any improvements, enhancements, updates, or upgrades thereto, including concepts and technology inherent in Third Party Software, are and at all times shall remain, the sole and exclusive property of a third party and/or its affiliates ("Third Party"). Third Party Software is protected by copyright laws as well as other intellectual property laws and treaties. The State's possession, use, or access to Third Party Software does not transfer any ownership of Third Party Software nor any intellectual property rights to the State. All rights not expressly granted under this Part III are reserved by Netsmart or Third Party. Nothing contained in this Part III shall be construed directly or indirectly to assign or grant to the State any right, title or interest in or to trademarks, service marks, copyrights, patents, or trade secrets of Third Party, or any ownership rights in or to the Third Party Software.

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1.2 Use. The State may use Third Party Software only in conjunction with CareFusion Products and Services provided to the State by CareFusion (as a subcontractor of Netsmart), and not as a stand-alone product. The license granted herein does not include a license to use the Third Party Software for development, testing or support purposes.

1.3 Copies. The State may not make any copies of Third Party Software for any purpose unless expressly authorized by Netsmart. The State must erase or destroy all Third Party Software upon notice from Netsmart.

1.4 Restrictions. Except as permitted by applicable law, the State shall not:

- (a) work around any technical limitations in CareFusion Products Software;
- (b) reverse engineer, de-compile, translate, disassemble or otherwise attempt to derive source code from the CareFusion Software, in whole or in part (or in any instance where the law permits any such action, the State shall provide Netsmart at least ninety (90) days advance written notice of its belief that such action is warranted and permitted, and shall provide Netsmart (in conjunction with Third Party) with an opportunity to evaluate if the law's requirements necessitate such action);
- (c) allow access or permit use of the CareFusion Software by any user other than that permitted by Netsmart in the State's license agreement(s);
- (d) modify or create derivative works based upon CareFusion Software;
- (e) publish CareFusion Software, or post any portion of it on public bulletin boards, websites, Internet domains, or online chat rooms;
- (f) sell, rent, lease, lend, license, sublicense or otherwise transfer, in whole or in part, CareFusion Software or related documentation to any third party;
- (g) use CareFusion Third Party Software in connection with, through or to an application service provider, or using other similar network hosting methods;
- (h) alter, remove or destroy and will take commercially reasonable steps to prevent the alteration, removal or destruction of, any CareFusion Software copyright notice, trade secret or other proprietary rights notice from CareFusion Software;
- (i) separate integrated CareFusion Software from any CareFusion Product, or otherwise use integrated CareFusion Software except as an integrated part of the applicable CareFusion Product.

The State shall provide the same level of security for Third Party Software as it provides for its own products, but in no event less than reasonable care, to prevent third parties from performing such activities.

1.5 Internet-Based Services. Third Party Software may contain components that enable and facilitate the use of certain Internet-based services. The State acknowledges and agrees that Third Party may automatically check the version of Third Party Software and/or its components that the State is using and may provide upgrades or supplements to Third Party Software which may be automatically downloaded. No personally-identifiable information will be obtained through these services.

1.6 Termination. Without prejudice to any other rights, this license to use Third Party Software may be terminated if the State fails to comply with the terms of this Part III.

1.7 Export Restrictions. Third Party Software is subject to United States export laws and regulations. The State must comply with all applicable domestic and international export laws and regulations, including (without limitation) restrictions on destinations, end users and end use.

1.8 U.S. Government Use. Third Party Software is a "commercial component" consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in Title 48 of the Code of Federal Regulations. Any use of Third Party Software by the U.S. Government shall be subject to the terms of CareFusion's applicable Government FSS agreement.

**Schedule B**

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**ADDITIONS TO SEGMENT 1 – RXCONNECT IMPLEMENTATION SERVICES,  
LICENSES, AND SUBSCRIPTION IMPLEMENTATION TIMELINE**

**Purpose**

The purpose of this Schedule B is to outline the estimated Project start/end dates, Deliverables, time frames and payment schedule for Services performed by CareFusion, as a subcontractor and on behalf of Netsmart, in relation to the Carefusion Products. The document will consist of the applicable implementation terms and conditions, Implementation Timeline; and Payment Terms based on the Support Term Begin Date.

Both the Pharmacy Management Solution and Carefusion Product are scheduled for simultaneous Implementation. Netsmart is the lead vendor coordinating Netsmart and CareFusion Implementation Services including set up, configuration, integration testing, and post go live optimization of the Pharmacy Management Solution and other Closed Loop Medication Management components of the myAvatar Electronic Medication Record Solution.

The planned ADM Implementation timeline is added to the existing SEGMENT 1 as shown below. Changes to the Project Work Plan, including dates, shall require written acknowledgement of approval from Netsmart, CareFusion and the State (New Hampshire Hospital).

**Addition to SEGMENT 1 – Implementation Timeline – Netsmart and New Hampshire Hospital**

**Implementation Timeline**

Product(s): Medstation 4000


Customer Name: State of New Hampshire, Department of Health and Human Services, New Hampshire Hospital

State of NH Order Number: 1000071461

Submit Date: 09/21/2016 (Submission Date is date the timeline was produced. All dates subject to Contract Amendment Execution Date approved by Governor and Council)

This Implementation Timeline applies to the Carefusion Product identified in this Contract Amendment. Capitalized terms in this Implementation Timeline shall have the same meaning as used in the Contract. Netsmart (Including CareFusion) and the State shall use commercially reasonable efforts to complete the Implementation Activities for each Implementation stage described below on or before the applicable estimated Completion Date.

Third Party Hardware Procurement (if applicable)	Any additional equipment arrives on site and is ready for implementation as outlined in the project scope by this date.	1/13/2017
Install Server(s) and Test Environment	Prepare environment for server(s) and test equipment.	1/13/2017
Develop the Solution	Department Lead, Nursing/Administrative (as applicable), Interface and IT Liaison Leads participate in meetings and are responsible for setting up the Customer's system and managing workflow changes. Solution for the customer system is developed via System Group, Workflow, and Policy and Procedure documents. Once needs determine the build of the system. Customer System Manager completes the System Manager training.	1/30/2017
Complete the Database Build / Configuration	Obtain required information for database build / configuration.	1/17/2017

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Create Training Plan	Department Leads and Nursing/Anesthesia (as applicable) develop training tools and finalize Customer's end user training plan.	2/17/2017
Validate TEST System	Customer completes the System validation.	3/17/2017
Migrate to PRODUCTION System	Customer completes System validation and signs off on the interface.	3/27/2017
Verify Facility Preparation	Complete all construction, including wire/wireless network and power in preparation for equipment installation. Prepare an area for staging/storage of equipment.	2/17/2017
Obtain Equipment	Receive equipment. Customer Project manager and IT Liaison acquire any third party interfaces, as applicable. Complete applicable server setup processes.	3/23/2017
Build Equipment	Department Leads Loads equipment and configures system according to the system set up document and removes from the System any peripheral equipment or devices not included as a Pyxis Product under the Agreement e.g., legacy system printers.	4/10/2017
Deliver / Verify Training	Two to three identified Super Users per patient care unit per shift attend scheduled sessions of CareFusion-provided Super User training; provide Super User-led training to end users. Sign off on training.	4/14/2017
Go-live and Support	Attend pre-go-live meetings and work with CareFusion to bring System live. Provide a full time resource(s) for a minimum of two days after go-live.	4/20/2017
Obtain Customer Acceptance	Sign Equipment Confirmation	4/25/2017
<p>The monthly payments for the CareFusion Product Implementation will begin in accordance Schedule C.</p>		
		5/1/2017

**1.1 Project Duration**

**a) Project Duration**


The Contract start date will be upon the date of Governor and Executive Council approval and the end date is identified in block 1.8 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing, and technology activities.

**b) Implementation Activities**

The Project will be completed in stages as set forth in the Implementation Timeline. If the Agreement contains multiple CareFusion product lines, then separate Implementation Timelines may be included for each product line, as necessary. The parties will complete any applicable technical, infrastructure, and workflow assessment ("Implementation Assessment") at the State's site(s), providing the basis for the Implementation activities set forth in the Implementation Timeline ("Implementation Activities"). The Parties shall use commercially reasonable efforts to complete the Implementation Activities on or before the applicable Completion Date(s) set forth in the Implementation Timeline(s).

**c) Conditions.** The Completion Dates set forth in an Implementation Timeline are contingent upon timely receipt of all properly executed contract documents from the State prior to the applicable Completion Date and the provision of adequate State resources as outlined herein. If the State fails to provide access or otherwise prevents Netsmart (including CareFusion) from conducting an Implementation Activity, then (i) the affected deadlines may be adjusted and the applicable activity rescheduled.

**d) Implementation Assumptions**

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- i. State Project Manager will be available throughout the Implementation;
- ii. State Project Manager is responsible for setting up the System and managing the workflow changes;
- iii. The State Project Manager will identify a system administrator/system manager that will complete the system manager training;
- iv. State Project Manager will gather required data collection to complete the database build and configuration;
- v. State Project Manager (as applicable) develop training tools and finalize the State's end user training plan;
- vi. The State will complete all training and testing within the Implementation timeline;
- vii. Any additional equipment arrives on site and is ready for Implementation as outlined in the Implementation timeline; and
- viii. Netsmart and CareFusion staff will work both onsite and remotely during the duration of the Project.
- ix. New Hampshire Hospital will provide a single point of contact for sign off on Deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- x. New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will Review and approve Project Deliverables in a timely manner as agreed to in the Project Schedule.
- xi. New Hampshire Hospital and Netsmart staff will complete their Project tasks in a timely manner so as to keep the Project on schedule.
- xii. New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the Project Team.
- xiii. New Hampshire Hospital will be responsible for the review of the department(s) policy and procedures and the updates, creation or deactivation to them as required by the Project as part of this Implementation
- xiv. Internet (internal and external) will be available for the Netsmart and CareFusion Project Team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to Project repository directories and Netsmart support systems.
- xv. New Hampshire State Hospital has existing documented workflows for business processes.



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**Schedule C  
Payment Terms**

Line	HW / SW	Product ID	Rx / Prg	Product Name	P.Q. rate	Tr. Type	QTY	Unit Cost	Expanded	Unit cost	Expanded
1	HW	300		MEDSTATION4000JANL6DR.T2	6	NEW	7	\$70,832.00	\$494,434.00	\$97.00	\$678.00
2	SW	345		MED_RM_ROUND OFF SET, 12FT, LT		NEW	7	\$4,568.00	\$31,976.00	\$16.00	\$112.00
3	HW	136518-01		DELL 630 XL RACK ESX V 5.5 HE		NEW	1	\$7,200.00	\$7,200.00	\$43.00	\$43.00
4	SW	107-173		CONSOLE DTSVM SERVER DEMO/TEST		NEW	1	Inc	Inc	\$0.00	\$0.00
5	SW	120768-01		INTF, MED, STD, NEW, ADT		NEW	1	Inc	Inc	\$0.00	\$0.00
6	SW	120773-01		INTF, MED, STD, NEW, USAGE		NEW	1	Inc	Inc	\$0.00	\$0.00
7	HW	120012-01	Rx	INTF, MED, STD, NEW, PATENT PROFILE		NEW	1	Inc	Inc	\$0.00	\$0.00
8	SW	134098-01		CCE Basic Connectivity		NEW	1	\$3,000.00	\$3,000.00	\$75.00	\$75.00
9	HW	300		MEDSTATION 4000 CONSOLE		NEW	1	\$32,037.00	\$32,037.00	\$180.00	\$180.00
10	SW	130807-01		Hosted Data Services OPT IN		NEW	1	Inc	Inc	\$0.00	\$0.00
Totals:									\$588,837.00		\$1,036.00

Product Key - Hardware / Software
• Line 1 = HW
• Line 2 = HW (refrigerator)
• Line 3 = HW (Dell)
• Line 4 = Software
• Line 5, 6, 7 = Software
• Line 8 = Software (CCE = Interface Engine)
• Line 9 = HW (Console)
• Line 10 = SW (Portal for analytics & reporting)

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
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New Hampshire Hospital

**Payment Terms**

Month	Date	Amount Due	Payment Term(s)	Month	Date	Amount Due	Payment Term(s)
			Due upon acceptance of delivery of licensed software and hardware for commencement of implementation				
1	Dec-16	\$ 11,045.00		31	Jun-19	\$ 11,045.00	due 6/1/2019
2	Jan-17	\$ 11,045.00	due 1/1/2017	32	Jul-19	\$ 11,045.00	due 7/1/2019
3	Feb-17	\$ 11,045.00	due 2/1/2017	33	Aug-19	\$ 11,045.00	due 8/1/2019
4	Mar-17	\$ 11,045.00	due 3/1/2017	34	Sep-19	\$ 11,045.00	due 9/1/2019
5	Apr-17	\$ 11,045.00	due 4/1/2017	35	Oct-19	\$ 11,045.00	due 10/1/2019
6	May-17	\$ 11,045.00	due 5/1/2017	36	Nov-19	\$ 11,045.00	due 11/1/2019
7	Jun-17	\$ 11,045.00	due 6/1/2017	37	Dec-19	\$ 11,045.00	due 12/1/2019
8	Jul-17	\$ 11,045.00	due 7/1/2017	38	Jan-20	\$ 11,045.00	due 1/1/2020
9	Aug-17	\$ 11,045.00	due 8/1/2017	39	Feb-20	\$ 11,045.00	due 2/1/2020
10	Sep-17	\$ 11,045.00	due 9/1/2017	40	Mar-20	\$ 11,045.00	due 3/1/2020
11	Oct-17	\$ 11,045.00	due 10/1/2017	41	Apr-20	\$ 11,045.00	due 4/1/2020
12	Nov-17	\$ 11,045.00	due 11/1/2017	42	May-20	\$ 11,045.00	due 5/1/2020
13	Dec-17	\$ 11,045.00	due 12/1/2017	43	Jun-20	\$ 11,045.00	due 6/1/2020
14	Jan-18	\$ 11,045.00	due 1/1/2018	44	Jul-20	\$ 11,045.00	due 7/1/2020
15	Feb-18	\$ 11,045.00	due 2/1/2018	45	Aug-20	\$ 11,045.00	due 8/1/2020
16	Mar-18	\$ 11,045.00	due 3/1/2018	46	Sep-20	\$ 11,045.00	due 9/1/2020
17	Apr-18	\$ 11,045.00	due 4/1/2018	47	Oct-20	\$ 11,045.00	due 10/1/2020
18	May-18	\$ 11,045.00	due 5/1/2018	48	Nov-20	\$ 11,045.00	due 11/1/2020
19	Jun-18	\$ 11,045.00	due 6/1/2018	49	Dec-20	\$ 11,045.00	due 12/1/2020
20	Jul-18	\$ 11,045.00	due 7/1/2018	50	Jan-21	\$ 11,045.00	due 1/1/2021
21	Aug-18	\$ 11,045.00	due 8/1/2018	51	Feb-21	\$ 11,045.00	due 2/1/2021
22	Sep-18	\$ 11,045.00	due 9/1/2018	52	Mar-21	\$ 11,045.00	due 3/1/2021
23	Oct-18	\$ 11,045.00	due 10/1/2018	53	Apr-21	\$ 11,045.00	due 4/1/2021
24	Nov-18	\$ 11,045.00	due 11/1/2018	54	May-21	\$ 11,045.00	due 5/1/2021
25	Dec-18	\$ 11,045.00	due 12/1/2018	55	Jun-21	\$ 11,045.00	due 6/1/2021
26	Jan-19	\$ 11,045.00	due 1/1/2019	56	Jul-21	\$ 11,045.00	due 7/1/2021
27	Feb-19	\$ 11,045.00	due 2/1/2019	57	Aug-21	\$ 11,045.00	due 8/1/2021
28	Mar-19	\$ 11,045.00	due 3/1/2019	58	Sep-21	\$ 11,045.00	due 9/1/2021
29	Apr-19	\$ 11,045.00	due 4/1/2019	59	Oct-21	\$ 11,045.00	due 10/1/2021
30	May-19	\$ 11,045.00	due 5/1/2019	60	Nov-21	\$ 11,045.00	due 11/1/2021

Total = \$662,700.00

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

Nicholas A. Teampas  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3887  
603-271-6100 1-800-632-3346 Ext. 6100  
Fax: 271-4912 TDD Access: 1-800-735-2384 www.dhhs.nh.gov

Steven J. Kaliber  
Acting Chief Information  
Officer/Director

September 30, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Information Services, to enter into a sole source agreement with Netsmart Technologies, Inc., 3500 Sunrise Highway, Suite D122, Great River, New York 11739 (Vendor #1163804), for electronic health record services, specifically for the implementation of a Pharmacy Management Solution, an Electronic Medication Administration Record, and an Enterprise Content Management solution, for an amount not to exceed \$420,414.76, effective upon Governor and Executive Council approval through December 31, 2016. 100% Capital Funds.

Funds are available in the following account for State Fiscal Year 2016 and State Fiscal Year 2017, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

**05-95-94-940030-5172 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, RHS: NEW HAMPSHIRE HOSPITAL NHH ELECTRONIC HEALTH RECORD PHARMACY AND SCANNING MODULE**

State Fiscal Year	Class/Object Code	Class Title	Amount
2016	034/500099	Capital Projects	\$420,414.76
2017	034/500099	Capital Projects	\$0.00
<b>TOTAL:</b>			<b>\$420,414.76</b>

**EXPLANATION**

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

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

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

This action is part of an approved capital budget request for New Hampshire Hospital to implement RxConnect and Document Imaging services.

Justification of adding RxConnect Services and Document Imaging Services to the New Hampshire Hospital Electronic Health Record (EHR) software is as follows:

#### RxConnect Implementation Services

Currently, New Hampshire Hospital uses two vendors for management and administration of medicines. Moving to a single vendor solution will provide for a fully integrated Closed Loop Medication Management solution, which provides the following benefits:

1. Reduced costs. Over 2 years' time, the Return On Investment of the new system will exceed the investment costs in this contract. The two vendor solution required customized interfaces, rather than full two way integration. The interfaces have proven costly to maintain and limited upgrades to more current functionality several times in the past. The ongoing annual maintenance costs of the current pharmacy system are within 30% of the total cost of the new pharmacy software license, services, and annual support.
2. Increased patient safety. Safe and precise prescribing, prescription fulfillment, and administration of medications are critical to patient safety. Industrywide, medication errors are a leading cause of errors which put patients at severe risk. The process should be fully integrated in order to ensure that all three clinicians are using identical, current, and accurate information. The fully integrated new system will provide for full two way exchange of information between prescribers who order medications, pharmacists who fulfill the orders, and nurses who administer the medications. The current system is interfaced and does not provide full integration for complete two way flow of information. The new system is provided by a single vendor with total control over the integrated components. This provides for a better integrated, higher quality solution increasing the safety of patients.
3. Increased quality of care. Quality is improved when the process and tools provide for reduced errors and better access to critical information. An integrated system provides all constituents with immediate and current information without manual workarounds to fill gaps from the lack of full closed loop information flow.
4. Decreased liability. Medication errors in hospitals lead to millions of injuries, illnesses, and deaths worldwide each year. These errors are responsible for a large percentage of legal claims made against practitioners and hospitals. Some studies have cited that 25 percent of claims settled by healthcare providers were due to errors in the prescribing and administering of medications. Rigorous, airtight medication management practice minimizes risks to prevent hospitals from becoming entangled in costly, time-consuming litigation or investigations that can harm their reputation.
5. Improved performance on accreditation. A closed-loop medication management system is an important key to achieving the quality outcomes required by Joint Commission International (JCI) accreditation.

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ICI places extreme emphasis on medication safety and supports the implementation of standards and systems that reduce risks for adverse effects.

#### Document Imaging Implementation Services

Currently, New Hampshire Hospital uses an electronic health record system in tandem with paper records stored in files. The paper records are not accessible from the electronic system and cannot be accessed by multiple clinicians in different locations at the same time. The intent of the electronic system is to begin scanning and storing all paper files so that a single unified electronic patient medical record is available to all appropriate users at all times. From the point of intake, billing and patient information will be captured and available wherever it may be needed in the future. During treatment, the formerly paper portions of the record will be captured and linked to the patient record so that all stakeholders in treatment and billing processes have the information they need, when they need it. The electronic document management component fills the final major gap in the New Hampshire Hospital Electronic Health Record (EHR) system. This essentially has the same benefits as listed above, although parts of a different process, as follows:

1. Reduced costs. The new system will eliminate wasted time looking for potentially hundreds of pieces of paper per patient. This time is costly when considering the costs of doctors, nurses, billers, pharmacists, and other stakeholders in the process. This time is quantifiable and numerous studies have shown electronic document management in the medical environment such as an inpatient hospital is a way of reducing the cost of care. Costs can also be eliminated from reducing wasteful and sometimes redundant steps during care which can happen when providers lack timely access to updated and accurate information. Something as simple as access to insurance documents can prevent costly and wasteful courses of treatment.
2. Increased patient safety. Clinicians need accurate and immediate access to patient information in order to provide safe and effective treatment. In the current system, the paper portions of the chart exist only in one place and at any given point in time could be in the possession of only one person. Healthcare today is a team effort and many stakeholders often need access to the entire health record. Electronic Document Management will make this possible. Paper can also get lost, creating information gaps which could put patients at risk.
3. Increased quality of care. Quality is improved when the process and tools provide for reduced errors and better access to critical information. An integrated system provides all constituents with immediate and current information without manual workarounds to fill gaps from the lack of access to information. Electronic information is also a critical input to systems which inform better care such as predictive analytics and other reports and tools. None of these solutions can be fed from data which exists on paper.
4. Decreased liability. Liability can be decreased by improving quality, improving processes which inform care, and decreasing gaps in information which could put patients at risk. As explained above, electronic document management will provide more complete and timely access to information required to provide effective and safe treatments. There have been dozens of studies that point out liability risks from paper charts and gaps in information caused by lack of access to portions of the chart.
5. Improved performance on accreditation. A complete electronic health record is rapidly becoming a baseline expectation of accrediting bodies. While they do not actually require the module itself, the benefits provided as listed above are the cornerstones of accreditation and the system will facilitate processes which all support accreditation.

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

NHH has successfully implemented the core of an enterprise EHR. Elements of the EHR that have been implemented include:

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

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

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

Should Governor and Executive Council determine to not approve this Agreement, New Hampshire Hospital will be unable to achieve complete execution of the Electronic Health Records (EHR), which could result in the following consequences:

- Without integrated pharmacy systems, New Hampshire Hospital will be unable to achieve complete execution of the Electronic Health Records (EHR), which could result in a reduction of federal reimbursements under rules established for the Medicare program.
- The Hospital does not currently have an integrated pharmacy software system, which makes meeting the requirements of federal regulations and accreditation standards much more labor intensive, error prone and challenging. The Centers for Medicare and Medicaid Services Conditions of Participation (Code of Federal Regulations, Title 42 482.25) requires pharmacy services that meet the needs of patients through the safe management, administration, and delivery of services including information on therapies and interactions in accordance with accepted professional principles. In addition, The Joint Commission, the Hospital's accrediting entity, has multiple standards on medication management.
- Medication dispensing is an error prone process. For improved accuracy and safety, *medication dispensing machines* are planned and budgeted for as part of medication management. Without RxConnect, these dispensing machines cannot directly interface with the current pharmacy software system.

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Source of Funds: 100% General Funds (Capital Budget)

Area Served: Statewide.

Respectfully submitted,



Steven J. Kelleher  
Acting 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

**Denis Goulet  
Commissioner**

October 16, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Netsmart Technologies, Inc. for the implementation of RxConnect Services and Document Imaging Services, as described below and referenced as DoIT No. 2016-032.

The purpose of this contract is to manage electronic health record and administration of medicines. This agreement with Netsmart will reduce costs, increase patient safety, increase quality of care, decrease liability, and improve performance on accreditation by providing a single source entry point for all patient information. The total funding amount is not to exceed \$420,414.76, and is effective upon the date of Governor and Executive Council approval through December 31, 2016.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/lm  
Contract # 2016-032

CC: Leslie Mason, DoIT



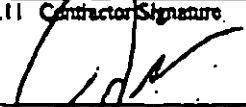
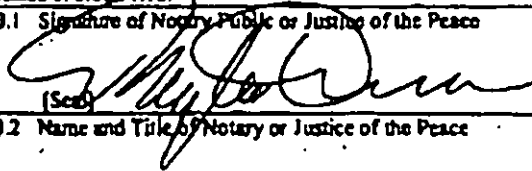

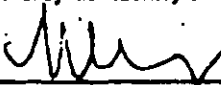
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name NetSmart Technologies, Inc.		1.4 Contractor Address 3500 Sunrise Highway, Suite D122 Great River, New York 11739	
1.5 Contractor Phone Number (860) 742-8326	1.6 Account Number 05-95-94-940010-5272 Job#94029800	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$420,414.76
1.9 Contracting Officer for State Agency Nicholas A. Toumpas, Commissioner		1.10 State Agency Telephone Number (603) 271-9469	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Joseph McGovern Executive Vice President NetSmart Technologies, Inc.	
1.1 Acknowledgement: State of <u>New York</u> , County of <u>Suffolk</u> On <u>Sept 25 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		TIMOTHY M. DONOVAN Notary Public, State of New York No. 02004715210 Qualified in Suffolk County Commission Expires Sept. 30, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>10/7/15</u>		1.15 Name and Title of State Agency Signatory Acting CIO	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  _____ On: <u>10/6/15</u> Megan B. Kelly, Attorney General			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES:**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.1 & unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirements to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

Date 10/25/15  
Contractor Initials WJ

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, and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 assessed 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.** 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. Comprehensive General Liability Insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.2. Special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 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.

This provision shall survive termination of this Agreement.

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

8. **EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder, and/or failure to perform any other covenant, term or condition of this Agreement;

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

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

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

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

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

9. **DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL - SOFTWARE & SERVICES  
CONTRACT AGREEMENT 2016-032 - PART 2**

**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Class A Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or process once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 3: Contract Management)
<b>Contracted Vendor/Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

Contract Agreement-Part 2


Initial & Date All Pages:

NetSmart Technology, Inc.'s Initials: 

Date: 9/25/15

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


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

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

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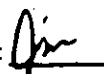
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Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities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

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

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**INTRODUCTION**

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

This contract will consist of 3 segments, as follows:

**SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES**

The State will be replacing the Pharmacy software at New Hampshire Hospital (NHH), which is eleven (11) years old, with a Netsmart product named Rx Connect. This software will provide enhanced connectivity to Avatar and our Hospital Information. The software also offers better controls on drug dispensing to better ensure patient safety.

**SEGMENT 2- ADDITIONAL RAD & CACHE END USER LICENSES**

The State understands that more users at New Hampshire Hospital will be accessing the Electronic Health Record (EHR) software application at Go Live. These additional licenses will allow staff members to have access to the EHR to more efficiently perform their jobs.

**SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES**

New Hampshire Hospital will be able to scan all Legal and Medical documents into the Avatar system to allow Physicians to review and diagnosis the patients. Without this module the hospital would have to keep a hybrid medical record that would be cumbersome for staff and would be very problematic.

**RECITALS**

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

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

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- A. Part 1 - State Terms and Conditions Contained in the Form P-37
- B. Part 2 - The Contract Agreement

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**C. Part 3 - Consolidated Exhibits**

- Exhibit A - Contract Deliverables
- Exhibit B - Price and Payment Schedule
- Exhibit C - Special Provisions
- Exhibit D - Administrative Services
- Exhibit E - Implementation Services
- Exhibit F - Testing Services
- Exhibit G - Maintenance and Support Services
- Exhibit H - Requirements
- Exhibit I - Work Plan
- Exhibit J - Software License and related Terms
- Exhibit K - Warranty and Warranty Services
- Exhibit L - Training Services
- Exhibit M - Agency RFP with Addendums (Not Used)
- Exhibit N - Vendor Proposal (Not Used)
- Exhibit O - Certificates and Attachments

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions, Form P-37 - Contract Agreement (Part 1)*
- b. State of New Hampshire, DHHS Contract (Part 2 and Part 3)
- c. Netsmart Statement of Work (Dated 9/9/2015)

**1.3 Contract Term**

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

The Contract shall begin on the Effective Date and extend through December 31, 2016.

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

The State does not require the Contracted Vendor to commence work prior to the Effective Date; however, if the Contracted Vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contracted Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contracted Vendor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

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

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**2. COMPENSATION**

**2.1 Contract Price**

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

**2.2 Non-Exclusive, Not to Exceed Contract**

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

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

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$420,414.76.

**3. CONTRACT MANAGEMENT**

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

**3.1 The Vendor's Contract Manager**

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

Joe McGovern  
Executive Vice President  
NetSmart Technologies, Inc.  
3500 Sunrise Highway, Suite D122  
Great River, New York 11739  
Tel: 860-742-8326  
Fax: 631-968-2123  
Email: [JMcGovern@nsl.com](mailto:JMcGovern@nsl.com)

**3.2 The Vendor's Project Manager**

**3.2.1 Contract Project Manager**

The Contracted Vendor shall assign a Project Manager who meets the requirements of the Contract. The Contracted Vendor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed the Contracted Vendor Project Manager's resume, qualifications, references, and background checks, and

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an interview. Netsmart will complete background checks for employees which includes the following: (i) Social Security number trace; (ii) OFAC Name Screen; (iii) Civil Federal search (five-year history); (iv) Employment eligibility check through the U.S. Citizenship and Immigration Services E-Verify program; (v) Multi-state instant criminal background check; (vi) FACIS Level 2 Search; (vii) National Sex Offender Registry Check; (viii) Review of criminal background check in all counties in which the candidate or employee has resided in the preceding seven (7) years. The State may require removal or reassignment of the Contracted Vendor's Project Manager who, in the sole and reasonable judgment of the State and in compliance with law, is found unacceptable or is not performing to the State's satisfaction. Vendor shall not be liable for reasonable project delays due to the State's removal of the Contracted Vendor's Project Manager.

3.2.2 The Contracted Vendor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contracted Vendor's representative for all administrative and management matters. The Contracted Vendor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit 1, Section 2. The Contracted Vendor's Project Manager must be available to promptly respond during Normal Business Hours within a four hour time period to inquiries from the State, and be at the site as needed. The Contracted Vendor's Project Manager must work diligently and use his/ her best efforts on the Project.


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

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

3.2.5 The Contracted Vendor Project Manager is:  
TBD; Project Manager  
Netsmart Technologies, Inc.  
3500 Sunrise Highway, Suite D122  
Great River, New York 11739  
Tel: TBD Email: TBD

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**3.3 Contracted Vendor Key Project Staff**

3.3.1 The Contracted Vendor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the contract. The State may conduct reference checks on the Contracted Vendor Key Project Staff. The State reserves the right to require removal or reassignment of the Contracted Vendor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: *Background Checks*.

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

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

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


**The Contracted Vendor's Key Project Staff:**

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

**3.4 State Contract Manager**

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

Chief Information Officer  
Office of Information Services  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-9469

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**3.5 State Project Manager**

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

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

The State Project Manager is:

David Levesque  
New Hampshire Hospital  
Department of Health and Human Services  
36 Clinton Street  
Concord, NH 03301  
Tel: (603) 271-5860  
Email: David.Levesque@dhs.state.nh.us

**3.6 Reference and Background Checks**

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contracted Vendor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

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**4. DELIVERABLES**

**4.1 Vendor Responsibilities**

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

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

**4.2 Deliverables and Services**

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

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

**4.3 Non-Software and Written Deliverables Review and Acceptance**

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

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**4.4 System/Software Testing and Acceptance**

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

**4.5 Security**

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

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

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

**5. SOFTWARE**

**5.1 COTS Software and Documentation**

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

**5.2 COTS Software Support and Maintenance**

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

**5.3 Restrictions**

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

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


**5.4 Title**

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

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**6. WARRANTY**

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

**7. SERVICES**

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

**7.1 Administrative Services**

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

**7.2 Implementation Services**

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

**7.3 Testing Services**

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

**7.4 Training Services**

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

**7.5 Maintenance and Support Services**

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

**8. WORK PLAN DELIVERABLE**

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

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

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

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

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

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

**9. CHANGE ORDERS**

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

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

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

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**10. INTELLECTUAL PROPERTY**

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

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

**10.1 State's Data**

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

**10.2 Vendor's Materials**

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

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

**10.3 State Website Copyright**

**WWW Copyright and Intellectual Property Rights**

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

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**10.4 Survival**

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

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 Use of State's Information**

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

**11.2 State Confidential Information**

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

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


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

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

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**11.3 Vendor Confidential Information**

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

**11.4 Survival**

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

**12. LIMITATION OF LIABILITY**

**12.1 State**

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

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

**12.2 The Contracted Vendor**

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

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

**12.3 State's Immunity**

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

**12.4 Survival**

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

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 Termination for Default**

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

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

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

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

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

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

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

**13.2 Termination for Convenience**

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

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

**13.3 Termination for Conflict of Interest**

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

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

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

**13.4 Termination Procedure**

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


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

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

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**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

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

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

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	NetSMART Project Manager TBD	State Project Manager David Levesque	5 Business Days
First	NetSMART Practice Director TBD	DHHS Chief Information Officer	10 Business Days
Second	Executive Vice President TBD	Commissioner Nicholas Toumpas	15 Business Days

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

**17. RESERVED**

**18. GENERAL PROVISIONS**

**18.1 Travel Expenses**

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

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

**18.2 Shipping and Delivery Fee Exemption**

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

**18.3 Project Workspace and Office Equipment**

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

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**18.4 Access/Cooperation**

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

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

**18.5 Required Work Procedures**

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

**18.6 Computer Use**

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

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

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

**18.7 Email Use**

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

**18.8 Internet/Intranet Use**

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

**18.9 Regulatory Government Approvals**

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

**18.10 Force Majeure**

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

**18.11 Insurance**

**18.11.1 Contracted Vendor Insurance Requirement**

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

**18.11.2** The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301.

**18.12 Exhibits**

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

**18.13 Venue and Jurisdiction**

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

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**18.14 Survival**

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

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Contract Agreement-Part 2

Initial & Date All Pages:

Netsmart Technology, Inc.'s Initials: 

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**STATEMENT OF WORK**

**Purpose**

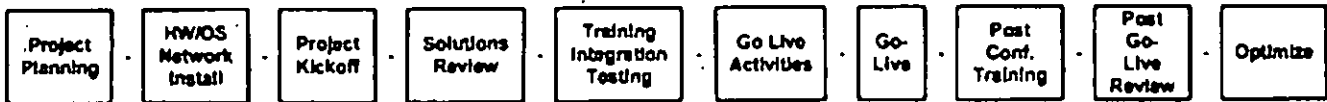
The purpose of this document is to outline the deliverables, time frames and payment schedule for services performed by Netsmart. The document will consist of the following three (3) segments.

- Segment 1: RxConnect Implementation Services, Licenses and Subscriptions
- Segment 2: Additional RAD & Cache End User Licenses
- Segment 3: Document Imaging Implementation Services and Licenses

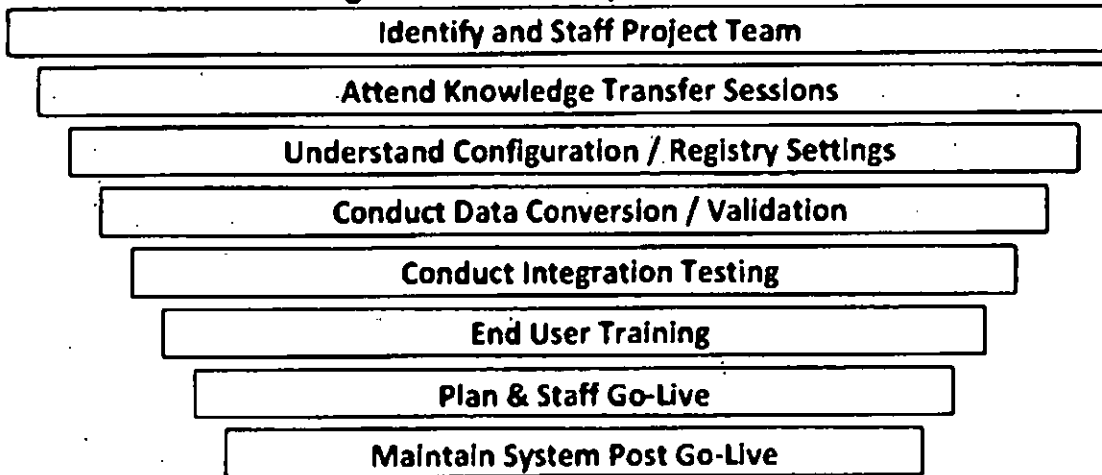
**Project Duration**

This document outlines the estimated Project start/end dates, and is subject to adjustment based upon the Effective Date of the Agreement and both parties overall cooperation of such implementations. The project shall begin within fifteen (15) days following the Effective Date of this Agreement to accommodate pre-Project activities such as planning, staffing and technology activities. The overall duration of this Project, based on the scope of work detailed herein, is outlined in the deliverable and payment schedule tables for Segments 1, 2 and 3.

**Figure 1: Netsmart High Level Plexus Methodology**



**Figure 2: State Responsibilities**





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**SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES, LICENSES  
AND SUBSCRIPTION**

The purpose for this statement of work is to outline the requirements and Deliverables for the implementation and project management of the State's Implementation. The scope is based on the latest generally available software release, project timeline, and use of Plexus Foundations implementation methodology, Plexus Home content and recommendations.

**1.2 Project Duration**

**Project Duration**

The contract start date will be upon the date of Governor and Executive Council approval as identified in block 1.18 of the P-37 and the end date is identified in block 1.7 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities.

**Notice of Changes or Delays**

Section 8. of the P-37, Event of Default/Remedies, identifies the obligations of Netsmart Technologies, Inc. and the State of New Hampshire, Department of Health and Human Services, with regard to defaults and remedies.

Section 16 (Dispute Resolution) of this document identifies all actions and timelines regarding resolution of disputes, and Section 10 (Termination) of the P-37 identifies the procedures for termination of this contract.

**1.3 Scope of Services**

RxConnect Pharmacy	Scope of Services
	RxConnect is Netsmart's pharmacy management software. It supports key pharmacy functions and processes for behavioral and public health organizations that operate their own pharmacies.
Medication Management	Utilize drug and allergy checking functions.
	Print Medication labels.
	Review drug utilization.
	Comprehensive medication database based on MicroMedix Red Book. Includes monthly updates of clinical data.
	Configure enterprise-wide medication master file.
	Create a list of available products for your facility while indicating their formulary status.
	Customize formulary differently for each facility.
Inventory management with wholesaler integration.	

Exhibit A Contract Deliverables  
Netsmart Technology, Inc.'s Initials *gn*  
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<b>Order Filling and Processing</b>	Electronic physician orders with Pharmacist verification.
	Manage dispensing.
	Drop billing files at pre-programmed time during the day.
	High text limit allows pharmacists to provide info in cMAR to assist nurses.
	Comment field available in the drug master to facilitate entry of complicated orders.
	Update prices from wholesaler-provided pricing files.
	Track all orders via provided order tracking features.
<b>Patient Safety-Related Features</b>	Intervention modules to document communication.
	Calculate ideal body weight, dosing weight and body surface area using the system.
	Review automatic listing of allergies and chronic diagnoses upon re-admission.
	Print patient education leaflets in multiple languages.
	Includes color-coded warnings to alert Pharmacist to possible interactions or other problems.
	Customized & reportable medication flagging
	Customized rules-based flagging on organizational policies & procedures.
Role-based user security controls.	
Integration of RxConnect with medication vending machines to make sure all information within the EHR is communicated at the point of dispense (provided facility is contracted with an ADM vendor)	

Avatar Order Entry	Scope of Services
Avatar Order Entry supports nursing and other unit staff in the completion of their day-to-day clinical activities.	
Netsmart consulting will provide an 8 hour (full day) training refresher. All updates, configuration modifications, staff training and	
All updates, configuration modifications, staff training and maintenance will be completed by NHH staff.	
<b>Reporting</b>	Reporting capabilities include various parameters that allow the user to extract information regarding the following patient data: <ul style="list-style-type: none"> <li>• Clinical</li> <li>• Administrative</li> <li>• Financial</li> <li>• Medication Usage</li> </ul>

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eMAR (Electronic Medication Administration Record)	Scope of Services
<p>eMAR improves safety by minimizing transaction errors and automating processes. eMAR is designed to replace the traditional paper medication administration record is integrated with Avatar Order Entry for inpatient environments. Medication orders recorded through either of these applications automatically appear within the existing Avatar Electronic Medication Administration Record.</p>	
Administration	Record administration events, review details and document results for any eligible orders.
	Includes watermarks to identify expired orders.
	Track user giving the medication, patient, dosage, witnesses, if required and any actual errors and near misses for each dose given. Includes entry for pain scales and temperature, if fever is present.
Filtering	<p>Can filter order by:</p> <ul style="list-style-type: none"> <li>• Caseload</li> <li>• Unit</li> <li>• Administration Date</li> <li>• Administration Time</li> <li>• Order Type</li> <li>• Medications/Treatments</li> <li>• Client/Episode</li> <li>• Routine Orders/PRN Orders/Other/ STAT Orders</li> </ul>
Reporting	<p>Standard reports available in the system include the following:</p> <ul style="list-style-type: none"> <li>• Client eMAR Hard-Copy Report</li> <li>• eMAR Administration Event Report</li> <li>• eMAR Missing Administration Events Report</li> </ul> <p>Authorized users will be able to create modified reports from the standard reports available.</p>
Orders	<p>For 100 Order Codes the following eMAR functionality may be added to each Order Code:</p> <ul style="list-style-type: none"> <li>• Blood Glucose</li> <li>• Blood Pressure</li> <li>• Heart Rate</li> <li>• Oxygen Saturation</li> <li>• Respiration Rate</li> <li>• Temperature</li> <li>• Pain Scale</li> </ul> <p>For any order codes beyond the 100 it will be the client responsibility to set these up Post Go Live.</p>

**1.4 Assumptions**

- 1.4.1 Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.

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- 1.4.2 New hardware will be delivered by the date required in the Project Schedule.
- 1.4.3 State will use Crystal v.9 Professional or later for all report development.
- 1.4.4 State will provide resources as identified in the work breakdown structure of the project plan.
- 1.4.5 A training room will be available for the training sessions with working equipment and appropriate software loaded if it is part of the planning and expectations for the project.
- 1.4.6 Individuals scheduled for training will attend specified sessions.
- 1.4.7 Netsmart will share available recommended practices during the implementation.
- 1.4.8 The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined above.
- 1.4.9 State resources will travel to the designated event location for identified events in the Netsmart Plexus Foundation Methodology.
- 1.4.10 Any usage of diagnosis and/or procedure code content that is utilized within the Netsmart solutions must be fully licensed by the State. Additionally, the State must provide proof of this licensing. This includes Micromedex content, CPT or DSM codes.
- 1.4.11 Micromedex has different data sets - Redbook (a file with all the available drugs and their AWP prices) and CKO which is the clinical data engine. Once a month both of these data sets are updated and made available through the Netsmart portal for New Hampshire State Hospital to download (unless Netsmart hosts) and apply to the data - this process requires minimal timeline to update the drug interactions/allergy data and the Redbook data.
- 1.4.12 Cardinal provides a monthly (more often if New Hampshire State Hospital wishes) file that is downloaded by New Hampshire State Hospital and then imported and applied to the drug price file by RxConnect.
- 1.4.13 New Hampshire State Hospital will provide resources as identified in the work breakdown structure of the project plan. The Project Schedule included with Netsmart's resources includes:
- 1.4.14 The New Hampshire State Hospital and Netsmart will each have a Project Manager assigned to this project.
- 1.4.15 New Hampshire State Hospital will have Pharmacist assigned to this project.
- 1.4.16 New Hampshire State Hospital will have a Clinical Analyst assigned to this project.
- 1.4.17 New Hampshire State Hospital will have Subject Matter Experts available during all Requirements, Gap Analysis, Solution Reviews and assigned New Hampshire State Hospital Testing tasks as identified in the work breakdown structure of the project plan.
- 1.4.18 New Hampshire State Hospital and Netsmart will create a project governing body (Steering Committee) that meets monthly to review the project, status reports and project deliverables.
- 1.4.19 Netsmart and New Hampshire State Hospital complete all necessary hardware review and assessment prior to project start.
- 1.4.20 No Data conversions are required. All orders shall be stopped and manually entered.
- 1.4.21 New Hampshire State Hospital has existing documented workflows for business processes.
- 1.4.22 New Hampshire State Hospital will standardize forms, workflow and modules across and within the departments.
- 1.4.23 Netsmart will provide one central training (generally administrative/IT).
- 1.4.24 New Hampshire Hospital will coordinate department and/or State IT resources to procure the hardware and have it installed to meet the project milestone required in the Project Schedule.

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- 1.4.25 New Hampshire Hospital is responsible for ensuring the order types/relationships between Order Entry and RxConnect.
- 1.4.26 One database and multiple root system codes for Rx to tie to Avatar database and RSC.
- 1.4.27 New Hampshire Hospital will provide working facilities for Netsmart staff when they are working onsite.
- 1.4.28 Netsmart staff will work both onsite and remotely during the duration of the project.
- 1.4.29 New Hampshire Hospital will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- 1.4.30 New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will review and approve project deliverables in a timely manner as agreed in the project schedule.
- 1.4.31 New Hampshire Hospital and Netsmart staff will complete their project tasks in a timely manner so as to keep the project on schedule.
- 1.4.32 New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.
- 1.4.33 New Hampshire Hospital will be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation
- 1.4.34 Internet (internal and external) will be available for the Netsmart project team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to project repository directories and Netsmart support systems.

**1.5 Location of Work & Responsibilities**

The location of work by Netsmart and New Hampshire State Hospital staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at New Hampshire State Hospital location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and New Hampshire State Hospital responsibilities is provided below.

<b>Plexus Milestones</b>	<b>Location</b>
Project Planning	Remote
Project Kickoff	Client Site & Remote
Solution Review	Client Site & Remote
Final Review & Validation	Client Site & Remote
Go-live Preparation	Remote
Maintenance Training	Client Site & Remote
Integration Testing	Remote
Go-Live	Client Site & Remote
Post Go-Live Review	Remote
Optimization	Remote

**1.6 Initial Preparation**

The following section of this document details the main deliverables of the State Implementation.

**1.6.1 Sales to Operations Transition**

Implementation services begin with a formal transition from Netsmart's Sales Team to their Project Management Team. This thorough transition process ensures that the expectations set and

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project management scoped during the sales process is reviewed including all contract components, and operational flows gathered during the sales cycle.

**1.6.2 Hardware Network OS/Installation**

**State Hosted**

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

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

**1.7 Software Delivery and Installation**

**State-Hosted:**

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

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

- 1.7.1 Loading the InterSystems Cache database products needed by the application
- 1.7.2 Loading purchased Netsmart's Licensed Programs that make up the solution
- 1.7.3 Testing the software to ensure access from the State workstations
- 1.7.4 Training the customer on installing workstation software
- 1.7.5 Training the customer on basic operation tasks related to system start-up, shut-down, back-up and recovery procedures

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

**1.8 Project Planning**

The Project Planning Event is an opportunity to begin preparing the project team. The State project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additional project tools that will be used will be shown through demonstration and hands-on experience.

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Review project management principles</li> <li>• Review event-based Netsmart Plexus Foundations methodology</li> <li>• Provide hands on experience with solutions</li> <li>• Introduction to tools to be used during the project</li> <li>• Introduction to Starter Kit questions</li> <li>• Introduce Plexus Home &amp; scripts</li> </ul>

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	<ul style="list-style-type: none"> <li>• Conduct project Planning Assessment (Gate 1)</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Identify State project team and develop State Staffing Plan</li> <li>• Ensure correct State personnel attends the Project Planning event</li> <li>• Provide necessary facilities and equipment to support session if applicable</li> <li>• Complete Starter Kit questions</li> <li>• Review and sign Communication Management, Change Management &amp; Risk Management Plans</li> </ul>

**1.9 General Project Management**

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

- 1.9.1 Status meetings & Project Status Reports
- 1.9.2 State signoff and acceptance letters
- 1.9.3 Project plan change requests
- 1.9.4 Product Change Requests
- 1.9.5 Product Improvement Forms
- 1.9.6 Plexus Gates

**1.10 Project Kickoff**

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

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

The scope review session includes breakout sessions led by Solution Architect (SA) to review in detail the contract scope.

During the Workflow Assessment the Netsmart Solution Architect (SA) and State departmental/solution representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department, will walk through the departments to get an understanding of the State's unique workflow and processes and how it aligns with Netsmart's recommended practices.

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The walkthrough will be facilitated using both the Starter Kit questions, having already been completed, as well as the Workflow Assessment which will serve as a framework for questions and documentation of the discussions that occurred during the assessment. During the Workflow Assessment portion of the event, the discussions are a continuation of the data collection started during Project Planning. The Solution Architect will provide a demonstration of basic departmental workflow, if applicable, providing context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the building of a complete and functional system.

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

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Conduct official project kickoff meeting</li> <li>• Introduce Netsmart Solution Architects</li> <li>• Review Starter Kit outstanding items</li> <li>• Conduct Workflow Assessment</li> <li>• Identify improvement opportunities</li> <li>• Conduct scope review</li> <li>• Identify project risks &amp; scope concerns</li> <li>• Present data collection materials</li> <li>• Conduct Plexus Project Kickoff Assessment (Gate 2)</li> <li>• Conduct integration discussions</li> <li>• Discuss data collection materials</li> <li>• Identify Policies &amp; Procedures requiring change</li> <li>• Review the event summary and sign-off</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Deliver Project Kickoff presentation (with Netsmart leadership support)</li> <li>• Complete Starter Kit questions prior to the event</li> <li>• Complete any required data collection, following the event, by deliverable due dates</li> <li>• Participate and provide feedback during departmental walkthroughs</li> <li>• Participate in scope review discussions</li> <li>• Provide knowledge of requested data and current departmental processes and workflow</li> <li>• Identify Standard Operating Policies &amp; Procedures for organization that will require change</li> <li>• Make design decisions for future state processes</li> <li>• Complete data collection assignments by defined due dates</li> <li>• Identify process improvement opportunities</li> <li>• Provide necessary facilities and equipment to support the event if applicable</li> </ul>



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**1.11 Solution Review**

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

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

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

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Demonstrate recommended system workflow in Client system</li> <li>• Conduct Integration discussions</li> <li>• Discuss data collection materials</li> <li>• Identify Policies &amp; Procedures requiring change</li> <li>• Review the event summary and sign-off</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Participate in the Solution Review event</li> <li>• Provide knowledge of requested data and current departmental processes and workflow</li> <li>• Identify Standard Operating Policies &amp; Procedures for organization that will require change</li> <li>• Make design decisions for future state processes</li> <li>• Complete data collection assignments by defined due dates</li> <li>• Identify process improvement opportunities</li> </ul>

**1.12 Final Review & Validation**

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

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the States completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the State personnel.

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

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

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

<b>Netsmart Responsibilities</b>	
<b>Objectives (Final Review)</b>	<ul style="list-style-type: none"> <li>• Provide in-depth demonstration of the solutions and build using the State's domain</li> <li>• Review and confirm design decisions and build</li> <li>• Confirm the solution workflow</li> <li>• Complete design process</li> <li>• Provide hands-on solution training</li> <li>• Conduct Plexus Final Design Assessment (Gate 3)</li> <li>• Plan for next event</li> </ul>
<b>Objectives (Testing Workshops)</b>	<ul style="list-style-type: none"> <li>• Provide training on test script development and testing concepts</li> <li>• Begin development of State-specific system test scripts</li> <li>• Plan for next event</li> </ul>
<b>Objectives (Learning Plan Workshop)</b>	<ul style="list-style-type: none"> <li>• Conduct Learning Plan session</li> <li>• Begin development on Learning Plan</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Participate in Final Review &amp; Validation event</li> <li>• Provide appropriate resources to attend sessions</li> <li>• Complete data collection assignments</li> <li>• Validate design and build</li> <li>• Signoff design decisions</li> <li>• Customize sample test scripts to use during system/integration testing</li> <li>• Customize sample training materials in preparation for end-user training</li> <li>• Develop Learning Plan &amp; execute against plan for end-user training</li> </ul>

**1:13 Go-Live Preparation**

The Go-Live Preparation event is the official milestone to transition project ownership from the Netsmart project team to the State. Solution and project management discussion are delivered during this week and focus, in preparation for go-live, on assessing the State's knowledge of the system as well as preparing the State for their training events and go-live. In the solution discussions, the State trainers are expected

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to provide a live demonstration of the system back to the Netsmart project team to confirm their understanding of the system and to confirm they are prepared to effectively train the end-user population.

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

In addition to the above, during this event, the State will receive training on how to maintain the system using Netsmart maintenance tools. The event includes training on commonly used maintenance activities, *not* design and build activities. After maintenance training, the State is equipped to make changes, modifications and updates to their implemented system. State representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

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

<b>Netsmart Responsibilities</b>	
<b>Solution-Specific Activities &amp; Objectives</b>	<ul style="list-style-type: none"> <li>• State to demo system using the State demo script exhibiting a clear understanding of the solution functionality and departmental processes</li> <li>• Understand open issues, escalate, and plan as appropriate</li> <li>• Review completed training materials</li> <li>• Review Go-Live Readiness Assessment</li> <li>• Prepare State representatives to make common data base updates</li> <li>• Train State to locate supporting documentation and to use the appropriate tools to manage system maintenance</li> <li>• Educate State on troubleshooting tools and techniques</li> </ul>
<b>Project Management Activities &amp; Objectives</b>	<ul style="list-style-type: none"> <li>• Initiate ownership transition process</li> <li>• Confirm system testing is in process, on track and scheduled for completion prior to Integration Testing</li> <li>• Confirm and Finalize Integration Testing Plan if applicable</li> <li>• Confirm State policies and procedures have been updated</li> <li>• Initiate Go-Live Planning</li> <li>• Conduct Plexus Go-Live Preparation Assessment (Gate 4)</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Demonstrate understanding of system and departmental processes by leading a demonstration of the application</li> <li>• Finalize Training Strategy/Plan</li> <li>• Provide adequate training facilities</li> <li>• Provide completed testing materials</li> <li>• Schedule and perform end-user training</li> <li>• Finalize Integration Testing scripts and Integration Testing Plan</li> <li>• Confirm users will be trained and available for Integration Testing</li> </ul>

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	<ul style="list-style-type: none"> <li>• Confirm facilities and hardware is in place to support Integration Testing</li> <li>• Develop and own the Go-Live Plan</li> <li>• Attend database maintenance training</li> <li>• Learn the application tools needed to maintain the production system</li> </ul>
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**1.14 Maintenance Training**

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

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

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Prepare the New Hampshire Hospital representatives to make common data base updates</li> <li>• Train the New Hampshire Hospital to locate supporting documentation and to use the appropriate tools to manage system maintenance</li> <li>• Educate the New Hampshire Hospital on troubleshooting tools and techniques</li> <li>• Confirm the New Hampshire Hospital policies and procedures have been updated</li> <li>• Confirm Integration Testing readiness</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Attend database maintenance training</li> <li>• Learn the application tools needed to maintain the production system</li> </ul>

**1.15 Integration Testing & User Acceptance Testing**

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

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

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<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Complete Integration Testing according to plan</li> <li>• Confirm Go-Live preparedness</li> <li>• Ensure all critical path issues have an action plan</li> <li>• Conduct Plexus Go-Live Assessment (Gate 5)</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Lead and direct integration testing activities</li> <li>• Conduct application integrated testing</li> <li>• Conduct operational testing</li> <li>• Document integrated test results</li> <li>• Troubleshoot and resolve testing issues</li> <li>• Update issues list with any unresolved integration test findings</li> </ul>

**1.16 Go-Live**

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the State site, supported by both project teams. Netsmart support will include remote support from the Netsmart Delivery Consultants/Analysts.

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Begin functional use of Netsmart solutions</li> <li>• Transition support from Netsmart project team to the State</li> <li>• Gather and document feedback regarding project experience, including methodology &amp; project team resources</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Develop and complete go-live plan</li> <li>• Confirm all systems, resources and 3<sup>rd</sup> parties are scheduled and prepared for go-live</li> <li>• Conduct go-live plan meetings to outline plan for all solutions and users</li> <li>• Execute go-live plan</li> <li>• Document go-live issues</li> </ul>

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**1.17 Implementation Schedule - Deliverables**

	<b>Deliverable</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
1	Initial Project planning and preparation. Project Management Documents: <ul style="list-style-type: none"> <li>• Project Plan</li> <li>• Project Management Meeting Agenda / Minutes</li> <li>• Project Meetings (as applicable) Agenda / Minutes</li> <li>• Project Plan Change Requests</li> <li>• Communication Plan</li> <li>• Change Management Plan</li> <li>• Risk Management Plan</li> </ul>	Non-Software Written	October 2015
2	Project Kick-off Meeting	Non-Software Written	November 2015
3	Final Review & Validation	Software	January 2015
4	Go-Live Preparation	Non-Software	February 2016
5	Integration Testing	Non-Software	February 2016
6	Completion of Go Live	Non-Software	March 2016
7	Post Go Live Review and Validation	Non-Software	April 2016

**SEGMENT 2 - ADDITIONAL RAD & CACHE END USER LICENSES**

**2.1 Purpose**

Additional licenses shall be available to the State upon full payment received by Netsmart Technologies, Inc.

**2.2 Project Duration**

No timetable is necessary.

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**SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES AND LICENSES**

**3.1 Purpose**

Netsmart Technologies and the State (hereafter referred to with any iteration of the term State) will work together to implement an Enterprise Content Management solution through the Perceptive Product Suite.

Netsmart Technologies will provide implementation services for one registration office or location with consideration to define a repeatable and baseline Enterprise Content Management solution.

**3.2 Project Duration**

**Project Duration**

The contract start date will be upon the date of Governor and Executive Council approval as identified in block 1.18 of the P-37 and the end date is identified in block 1.7 of the P-37. The State of New Hampshire understands that Netsmart requires a minimum of sixty (60) days following the Effective Date of this Agreement to accommodate pre-project activities such as planning, staffing and technology activities.

**Notice of Changes or Delays**

Section 8. of the P-37, Event of Default/Remedies, identifies the obligations of Netsmart Technologies, Inc. and the State of New Hampshire, Department of Health and Human Services, with regard to defaults and remedies.

Section 16 (Dispute Resolution) of this document identifies all actions and timelines regarding resolution of disputes, and Section 10 (Termination) of the P-37 identifies the procedures for termination of this contract.

**3.3 Scope of Services**

This Statement of Work includes proposed services to implement the following solutions:

- 3.3.1 Perceptive Enterprise Foundations
- 3.3.2 Point of Service (POS) Scanning
- 3.3.3 Batch Scanning

myAvatar Point of Service and Batch Imaging, Powered by Perceptive	Scope of Services
Point of Service (POS) and Batch Scanning	Provides staff the ability to quickly and easily scan, capture and organize low volume scanned images. Batch Scanning provides staff the ability to scan large volumes of documents without presorting/separating by patient or document type in advance. The document batch can then be manually organized / separated by patient, document type, or episode using an ImageNow cForm.

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<b>Production Environment</b>	<ul style="list-style-type: none"> <li>• Provide 1 Production Document Imaging Solution Environment</li> <li>• Create and configure the INOW6 Database for Microsoft SQL</li> <li>• Install and configure the Perceptive Enterprise Content Management Server and Product Suite</li> <li>• Installation/Configuration of up to 2 Perceptive Client Workstations/Scan Stations</li> </ul>
<b>Test Environment</b>	<ul style="list-style-type: none"> <li>• Provide 1 Fully Replicated Non-Production Environments from Production Build.</li> </ul>
<b>Point of Service Scanning</b>	<p>Point of Service (POS) Imaging solutions include:</p> <ul style="list-style-type: none"> <li>• Installation of 2 Perceptive Client Workstations/ Scan Stations- Additional stations will need to be set up by the client or additionally contracted.</li> <li>• 25 unique Document Types and predefined set of Custom Properties</li> <li>• Up to 2 Predefined Perceptive Security Drawers for Client Documents and Staff Documents</li> <li>• Configure up to 4 Pre-defined Perceptive Security Groups</li> </ul>
<b>Batch Scanning</b>	<p>The Batch Scanning Solution should be used to leverage a client's multi-function devices or other capture device which cannot be directly integrated with Perceptive CaptureNow technology or in the scenario</p>
<b>Training</b>	<p>Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow).</p> <p>Provide up to a 4 hour Solution Training Session for "Super Users" at a single location for up to 5 individuals, using a "Train the Trainer" approach.</p>



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<b>Client Responsibilities Prior to Implementation</b>	Provide a complete list of users needing access to the content management solution along the security designation of those users regarding scanning/importing, viewing, printing.
	Provide a complete list of form/document types to be configured for the POS/Batch solution.
	Capture workstations being installed/configured by Netsmart resources must be in place and ready for install prior to the scheduled implementation.
	For non-hosted clients, all server infrastructure based on the provided Technical Specifications document should be in place and ready.
	Provide detailed solution hardware information Number of scanners with designated use (Point of Service, Batch, Both) Scanner Make/Model and Location Workstation Machine ID for Point of Service Scanners

**State Responsibilities Prior To Implementation**

- Provide a complete list of users needing access to the content management solution along the security designation of those users regarding scanning/importing, viewing, printing.
- Provide a complete list of form/document types to be configured for the POS/Batch solution.
- Capture workstations being installed/configured by Netsmart resources must be in place and ready for install prior to the scheduled implementation.
- For non-hosted States, all server infrastructure based on the provided Technical Specifications document should be in place and ready.
- Provide detailed solution hardware information
- Number of scanners with designated use (Point of Service, Batch, Both)
- Scanner Make/Model and Location
- Workstation Machine ID for Point of Service Scanners
- Systems administrator and/or DBA must be availability throughout the implementation for assistance as needed and to shadow the relevant installation/configuration solution components.
- For onsite implementations, provide wireless or wired Internet access and available workspace which could be used for project related phone conversations/troubleshooting.

<b>Netsmart Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Provide 1 Production Document Imaging Solution Environment</li> <li>• Create and configure the INOW6 Database for Microsoft SQL</li> </ul>
<b>Perceptive Production</b>	<ul style="list-style-type: none"> <li>• Install and configure the Perceptive Enterprise Content Management Server and Product Suite</li> <li>• Installation/Configuration of up to 2 Perceptive State</li> </ul>

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<b>Environment</b>	Workstations/Scan Stations
<b>Perceptive Test Environment</b>	<ul style="list-style-type: none"> <li>• Provide 1 Fully Replicated Non-Production Environments from Production Build.</li> </ul>
<b>Solutions Components - Netsmart Responsibilities</b>	
<b>Point of Service Scanning :</b>	<ul style="list-style-type: none"> <li>• Up to 2 Predefined Perceptive Security Drawers for State Documents and Staff Documents</li> <li>• Configure up to 25 unique Document Types and a pre-defined set of Custom Properties</li> <li>• Configure up to 4 Pre-defined Perceptive Security Groups</li> </ul>
<b>Batch Scanning</b>	<ul style="list-style-type: none"> <li>• All components of Point of Service Scanning Listed Above</li> <li>• Installation of 1 Perceptive eForm to Separate/Index Batch Documents</li> <li>• Configure Standard Batch Solution Workflow</li> </ul>
<b>Solution Training.</b>	<ul style="list-style-type: none"> <li>• Deliver State project lead with Best Practices and Backup Recommendation Documentation prior to conclusion of implementation.</li> <li>• Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow).</li> <li>• Provide up to a 4 hour Solution Training Session for "Super Users" at a single location for up to 5 individuals, using a</li> <li>• "Train the Trainer" approach.</li> </ul>

**3.4 Assumptions**

- 3.4.1 Netsmart will devote sufficient resources and timely communication to the project in order to assure its reasonable success.
- 3.4.2 New hardware will be delivered by the date required in the Project Schedule.
- 3.4.3 State will use Crystal v.9 Professional or later for all report development.
- 3.4.4 State will provide resources as identified in the work breakdown structure of the project plan.
- 3.4.5 A training room will be available for the training sessions with working equipment and appropriate software loaded if it is part of the planning and expectations for the project.
- 3.4.6 Individuals scheduled for training will attend specified sessions.
- 3.4.7 Netsmart will share available recommended practices during the implementation.
- 3.4.8 The project will be executed according to the event-based Netsmart Plexus Foundation Methodology as outlined above.
- 3.4.9 State resources will travel to the designated event location for identified events in the Netsmart Plexus Foundation Methodology.
- 3.4.10 New Hampshire State Hospital will provide resources as identified in the work breakdown structure of the project plan. The Project Schedule included with Netsmart's resources includes:
  - 3.4.10.1.1 New Hampshire State Hospital and Netsmart will each have a Project Manager assigned to this project.

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- 3.4.10.1.2 New Hampshire State Hospital will have a Clinical Analyst assigned to this project.
- 3.4.11 New Hampshire State Hospital will have Subject Matter Experts available during all Requirements, Gap Analysis, Solution Reviews and assigned New Hampshire State Hospital Testing tasks as identified in the work breakdown structure of the project plan.
- 3.4.12 New Hampshire State Hospital and Netsmart will create a project governing body (Steering Committee) that meets monthly to review the project, status reports and project deliverables.
- 3.4.13 Netsmart and New Hampshire State Hospital complete all necessary hardware review and assessment prior to project start.
- 3.4.14 No Data conversions are required. All orders shall be stopped and manually entered.
- 3.4.15 New Hampshire State Hospital has existing documented workflows for business processes.
- 3.4.16 New Hampshire State Hospital will standardize forms, workflow and modules across and within the departments.
- 3.4.17 Netsmart will provide one central training (generally administrative/IT).
- 3.4.18 New Hampshire Hospital will coordinate department and/or State IT resources to procure the hardware and have it installed to meet the project milestone required in the Project Schedule.
- 3.4.19 New Hampshire Hospital will provide working facilities for Netsmart staff when they are working onsite.
- 3.4.20 Netsmart staff will work both onsite and remotely during the duration of the project.
- 3.4.21 New Hampshire Hospital will provide a single point of contact for sign off on deliverables and this sign-off / approval will apply to all New Hampshire State Hospital stakeholders.
- 3.4.22 New Hampshire Hospital Project Manager and other required New Hampshire Hospital personnel will review and approve project deliverables in a timely manner as agreed to in the project schedule.
- 3.4.23 New Hampshire Hospital and Netsmart staff will complete their project tasks in a timely manner so as to keep the project on schedule.
- 3.4.24 New Hampshire Hospital will coordinate and provide necessary communications with internal and external agencies on behalf of the project team.
- 3.4.25 New Hampshire Hospital will be responsible for the review of department(s) policy and procedures and the updates, creation or deactivation to them as required by the project as part of this implementation
- 3.4.26 Internet (internal and external) will be available for the Netsmart project team and that New Hampshire Hospital or State security settings will be adjusted (according to policy) to allow required access to project repository directories and Netsmart support systems.

**3.5 Location of Work & Responsibilities**

The location of work by Netsmart and New Hampshire State Hospital staff identified in the detailed project schedule and Plexus event descriptions is work performed either on-site at New Hampshire State Hospital location(s), at a Netsmart regional office or conducted remotely. A high-level outline for work location and New Hampshire State Hospital responsibilities is provided below.

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<b>Plexus Milestones</b>	<b>Location</b>
Project Planning	Remote
Project Kickoff	Client Site
Final Review & Validation	Client Site & Remote
Go-live Preparation	Remote
Maintenance Training	Remote
Integration Testing	Remote
Go-Live	Client Site & Remote

**Identify and Staff Project Team**

- The New Hampshire State Hospital team and Netsmart will have a fulltime Project Manager assigned to this project.
- The New Hampshire State Hospital team will have a Pharmacy Analyst assigned to this project.
- The New Hampshire State Hospital team will have a Clinical Analyst assigned to this project.

**Attend Knowledge Transfer Sessions**

Provide requested data as part of configuration discovery

Conduct System Testing

Conduct Integration Testing

Conduct End-user Training

Plan/Staff Go-Live

Maintain System Go-Live

**Sales to Operations Transition**

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

**3.6 Hardware Network OS/Installation**

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

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

**3.7 Software Delivery & Installation**

Licensed software solutions and keys are delivered via Wiki Online with User Documentation that describes the application and database organization.

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Netsmart's system engineers install the solution on the system hardware/server and a subset of Client workstations. This software installation is performed remotely via VPN connection and includes the following:

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

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

### **3.8 Project Planning**

The Project Planning Event is an opportunity to begin preparing your project team. The Client project team will be introduced and the team's responsibilities will be discussed. The Plexus Foundations implementation methodology is introduced and the different events within the methodology presented, outlining the objectives of each event and the roles and responsibilities of each member of the team. Additionally project tools that will be used will be shown through demonstration and hands-on experience.

#### **Objectives:**

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

#### **New Hampshire Hospital Responsibilities:**

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

### **3.9 General Project Management**

Active throughout the project lifecycle and fundamental to it is a monitoring and measurement process that consists of numerous cost and scope control, testing, quality assurance and acceptance activities. These ongoing activities are supplemented by critical control points, progress checkpoints, called Plexus

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Gates are included to ensure that the project cannot advance to the next phase until the required activities and acceptance factors are successfully met. The monitoring and measurement process employed by Netsmart Technologies ensures that projects are properly stewarded to both a time and cost budget. This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters along with properly managed and approved schedule and scope changes.

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

### **3.10 Project Kickoff**

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

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

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

#### **Objectives:**

- Conduct official project kickoff meeting
- Introduce Netsmart Solution Architects
- Review Starter Kit outstanding items
- Conduct Workflow Assessment
- Identify improvement opportunities
- Conduct scope review
- Identify project risks & scope concerns
- Present data collection materials
- Conduct Plexus Project Kickoff Assessment (Gate 2)
- Plan for next event

#### **New Hampshire Hospital Responsibilities:**

- Co-deliver Project Kickoff presentation (with Netsmart leadership support)

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Exhibit A Contract Deliverables

Netsmart Technology, Inc.'s Initials *Jr*

Date: *9/25/15*

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- Complete Starter Kit questions prior to the event
- Complete any required data collection, following the event, by deliverable due dates
- Participate and provide feedback during workflow assessment
- Participate in scope review discussions Provide necessary facilities and equipment to support the event

### **3.11 Solution Review**

#### **Solution-Specific Activities & Objectives**

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

### **3.12 Final Review & Validation**

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

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

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

#### **Objectives (Final Review)**

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

#### **New Hampshire Hospital Responsibilities:**

- Participate in Final Review & Validation event
- Provide appropriate resources to attend sessions
- Complete data collection assignments

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- Validate design and build
- Signoff design decisions
- Customize sample test scripts to use during system and integration testing
- Customize sample training materials in preparation for end-user training
- Develop Learning Plan & execute against plan for end-user training

### **3.13 Go-Live Preparation & Solution Review**

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

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

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

#### **Solution-Specific Activities & Objectives**

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

#### **Project Management Activities & Objectives**

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

#### **New Hampshire Hospital Responsibilities:**

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application
- Finalize Training Strategy/Plan
- Provide adequate training facilities



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- Provide completed testing materials
- Schedule and perform end-user training
- Finalize Integration Testing scripts and Integration Testing Plan
- Confirm users will be trained and available for Integration Testing
- Confirm facilities and hardware is in place to support Integration Testing
- Develop and own the Go-Live Plan

**3.14 Maintenance Training**

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

The New Hampshire State Hospital representatives who will maintain and support the production system should attend this event, although not always, this is commonly IT personnel.

**Objectives**

- Prepare the New Hampshire State Hospital representatives to make common data base updates
- Train the New Hampshire State Hospital to locate supporting documentation and to use the appropriate tools to manage system maintenance
- Educate the New Hampshire State Hospital on troubleshooting tools and techniques
- Confirm the New Hampshire State Hospital policies and procedures have been updated
- Confirm Integration Testing readiness
- Plan for next event
- Attend database maintenance training
- Learn the application tools needed to maintain the production system

**3.15 Integration Testing & User Acceptance**

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

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

**Objectives**

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

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**New Hampshire Hospital Responsibilities:**

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results \
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

**3.16 Go-Live**

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

**Objectives:**

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

**New Hampshire State Hospital responsibilities:**

- Develop and complete go-live plan
- Confirm all systems, resources and 3rd parties are scheduled and prepared for go-live
- Conduct go-live plan meetings to outline plan for all solutions and users
- Execute go-live plan
- Document go-live issues

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**3.17 Implementation Schedule – Deliverables**

	Deliverable	Deliverable Type	Projected Delivery Date
1	Initial Project planning and preparation.	Non-Software Written	November 2015
2	Project Kick-off Meeting	Non-Software Written	December 2015
3	Enterprise Foundations – Solution Training	Non-Software Written	December 2015 January 2016
4	Point of Service (POS) Scanning	Non-Software	December 2015 January 2016
5	Batch Scanning	Non-Software	December 2015 January 2016
6	Testing / Scanning of documents	Non-Software	February 2016 March 2016
7	Go Live	Non-Software	April 2016

**4.0 Application Vulnerability Scanning - Deliverables**

Netsmart shall conduct vulnerability scanning to ensure application security. The vendor shall use automated tools to identify and remediate vulnerabilities in the application layer of the Netsmart application

Netsmart Responsibilities	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Subcontract with third-party vendor to provide vulnerability scanning services;</li> <li>• Assist the State in interpreting results &amp; prioritizing risks;</li> <li>• Support the State in correcting faults mitigating software risks.</li> </ul>
State Responsibilities	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Identify the scope of the test, including, hardware, software, and sources of data;</li> <li>• Work with third-party vendor during the performance of an application vulnerability scan;</li> <li>• Interpret and prioritize results and create a plan for mitigation;</li> <li>• Correct vulnerabilities to the environment according to the established plan.</li> </ul>

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Not to Exceed**

This is a Not to Exceed (NTE) Contract totaling \$420,414.76 for the period from the date of Governor and Council Approval through December 31, 2016. Netsmart shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Netsmart to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below. Payment will be made upon completion and acceptance by the State of these deliverables.

<b>SEGMENT 1 - RxCONECT IMPLEMENTATION SERVICES AND SOFTWARE LICENSES AND MAINTENANCE</b>
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**Professional Services**

	Deliverable	Deliverable Type	Projected Delivery Date	Payment	Percentage of Services Fees
1	Initial Project planning and preparation. Project Management Documents: • Project Plan • Project Management Meeting Agenda / Minutes • Project Meetings (as applicable) Agenda / Minutes • Project Plan Change Requests • Communication Plan • Change Management Plan • Risk Management Plan	Non-software Written	November 2015	\$18,722.00	20%
2	Project Kick-off Meeting	Non-software Written	December 2015	\$18,722.00	20%
3	Final Review & Validation	Non-software	January/ February 2016	\$18,722.00	20%
4	Go-Live Preparation	Non-software	February 2016	\$18,722.00	20%
5	Integration Testing	Non-software	March 2016	\$8,381.00	10%
6	Completion of Go Live	Non-software	April 2016	\$4,180.50	5%
7	Post Go Live Review and Validation	Non-software	May 2016	\$4,180.50	5%
<b>TOTAL</b>				<b>\$ 83,810.00</b>	<b>100%</b>

**Software Licenses, Subscriptions, and Maintenance**

Exhibit B-Price and Payment Schedule  
Netsmart Technology, Inc.'s Initials *Jm*  
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	Deliverable	Deliverable Type	Projected Delivery Date	Annual Amount	Initial Payment
1	- RxConnect Browser (License - @\$5,000.00) - RxConnect ADM Browser Interface (License - @\$2,500.00) - Crystal Reports Developer Version (License @\$495.00)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$27,995.00
2	Avatar Electronic Med Admin Record (eMAR) (License)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$26,000.00
3	Ultimedex Suite Subscription - Includes up to 200 beds for one location. - Monthly subscription fee of \$387.64 for period November 1, 2015-June 30, 2016, for total of 8 months of - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Licensed Subscription, Recurring Fee	Upon Execution	\$4,651.68	\$3,101.12
4	- RxConnect Browser (Maintenance - @\$590.68 per month) - RxConnect ADM Browser Interface (Maintenance - @\$54.17 per month) - Crystal Reports Developer Version (Maintenance @\$8.33 per month) - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Software Maintenance, Recurring Fee	Upon Execution	\$7,837.96	\$5,225.31
5	Avatar Electronic Medic Admin Record (eMAR) (Maintenance - @\$612.50 per month) - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year	Software Maintenance, Recurring Fee	Upon Execution	\$7,350.00	\$4,800.00
			<b>TOTAL</b>	<b>\$19,839.64</b>	<b>\$64,321.43</b>

**Grand Total - Segment I = \$147,931.43**

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<b>SEGMENT 2 - ADDITIONAL RADPLUS AND CACHE LICENSES</b>				
	<b>Deliverable</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Payment Amount</b>
1	Additional 125 Avatar RADplus Named Users licenses @ \$700 each	Software License	Upon contract execution	\$87,500.00
2	Additional 125 Avatar RADplus Named User Monthly Maintenance fees (Total of \$1,750.00 per month for the period November 1, 2015 through June 30, 2016 for a grand total of 8 months. After June 30, 2016 Monthly Maintenance fees will be included in existing optional Annual Maintenance Agreement renewal)	Software Maintenance & Support Services	Upon contract execution	\$14,000.00
<b>TOTAL</b>				<b>\$101,500.00</b>
	<b>Deliverable</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Payment Amount</b>
1	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent Users licenses @ \$839 each	Software License	Upon contract execution	\$41,950.00
2	Additional 50 Avatar Cache Elite, Multi-Server, Platform Specific Concurrent Users Monthly Maintenance fees (Total of \$800.00 per month for the period November 1, 2015 through June 30, 2016 for a grand total of 8 months. After June 30, 2016 Monthly Maintenance fees will be included in existing optional Annual Maintenance Agreement renewal)	Software Maintenance & Support Services	Upon contract execution	\$6,400.00
<b>TOTAL</b>				<b>\$48,350.00</b>

**Grand Total Segment 2 = \$149,850.00**

Exhibit B-Price and Payment Schedule  
Netsmart Technology, Inc.'s Initials *DN*  
Date: 9/25/15

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**SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES, LICENSE FEES AND MAINTENANCE**

**Software and Subscription License Fees and Maintenance Deliverables**

	Deliverable	Deliverable Type	Projected Delivery Date	Payment	Percentage of Services Fees
1	Initial Project planning and preparation	Non-software Written	November 2015	\$18,560.00	20%
2	Project Kick-off Meeting	Non-software Written	December 2015	\$13,920.00	15%
3	Enterprise Foundations Solution Training	Non-software Written	December 2015/ January 2016	\$13,920.00	15%
4	Point of Service (POS) Scanning Build Signoff	Non-software	January/ February 2016	\$13,920.00	15%
5	Batch Scanning Build Signoff	Non-software	January/ February 2016	\$13,920.00	15%
6	Testing/Scanning of Documents	Non-software	February/ March 2016	\$9,280.00	10%
7	Go Live	Non-software	April 2016	\$9,280.00	10%
<b>TOTAL</b>				<b>\$ 92,800.00</b>	<b>100%</b>

	Deliverable	Deliverable Type	Projected Delivery	Annual Amount	Initial Payment
1	POS and Batch Scanning Powered by Perceptive (License)	Licensed Software, One Time Fee	Upon Execution	Not Applicable	\$17,500.00
2	POS and Batch Scanning Powered by Perceptive (Maintenance @ \$291.67 per month - Monthly fees are payable for all months one time per year - Future optional renewal payments payable July 1 of each State of New Hampshire Fiscal Year)	Software Maintenance, Recurring Fee	Upon Execution	\$3,500.00	\$2,333.33
<b>TOTAL</b>					<b>\$19,833.33</b>

**Grand Total Segment 3 = \$112,633.33**

Exhibit B-Price and Payment Schedule

Netsmart Technology, Inc.'s Initials 

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Deliverable	Deliverable Type	Est. Projected Delivery Date	Payment
Change Order - RxConnect or Document Imaging	Non-Software	As Needed	\$10,000.00

**Grand Total Change Order = \$10,000.00**

<b>CONTRACT GRAND TOTAL:</b>	Segment 1:	\$147,931.43
	Segment 2:	\$149,850.00
	Segment 3:	\$112,633.33
	Change/Orders:	\$10,000.00
	<b>Grand Total:</b>	<b>\$420,414.76</b>

Netsmart Rates Pricing Worksheet (Hourly Rates)		
Position Title	SFY 2015	SFY 2016
Engagement Leader/Project Manager Project Manager Solution Architect Delivery Analyst Engineer System Administrator	\$255.00 Per Hour (Average)	\$255.00 Per Hour (Average)

**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$420,414.76. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Netsmart for all fees and expenses, of whatever nature, incurred by Netsmart in the performance hereof.

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

Exhibit B-Price and Payment Schedule  
Netsmart Technology, Inc.'s Initials *[Signature]*  
Date: 9/25/15



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**3. INVOICING**

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

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

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

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

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

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

**5. OVERPAYMENTS TO NETSMART TECHNOLOGIES, INC.**

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

**6. CREDITS**

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

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Exhibit B-Price and Payment Schedule

Netsmart Technology, Inc.'s Initials 

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EXHIBIT C - SPECIAL PROVISIONS

**1. Special Provisions**

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

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

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

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

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

In addition, both parties agree on the following clarifications:

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

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EXHIBIT D - ADMINISTRATIVE SERVICES**

**1. STATE MEETINGS AND REPORTS**

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

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

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

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

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

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EXHIBIT D - ADMINISTRATIVE SERVICES**

**2. STATE-OWNED DOCUMENTS AND DATA**

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

**3. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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


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

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

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

**4. ACCOUNTING REQUIREMENTS**

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

Exhibit D Administrative Services  
Netsmart Technology, Inc.'s Initials   
Date: 9/25/15

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EXHIBIT E - IMPLEMENTATION SERVICES**

In addition to the provisions set forth in Exhibit A, the parties agree to the following:

**1. IMPLEMENTATION STRATEGY**

**1.1 Key Components**

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

**1.2 Timeline**

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

**1.2.1 Project Infrastructure**

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure. In partnership, Netsmart and the State will ensure the appropriate hardware is in place to support the needs of the State, prior to the start of the projects. This will take place through conference calls, email and analysis of existing hardware.

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EXHIBIT E - IMPLEMENTATION SERVICES**

**1.2.2 Implementation**

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

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

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

**1.2.3 Change Management and Training**

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

**2. IMPLEMENTATION METHODOLOGY**

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


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EXHIBIT E-1 - SECURITY AND INFRASTRUCTURE

**1. SECURITY**

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

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

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Exhibit E-1 Security and Infrastructure  
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EXHIBIT F - TESTING SERVICES

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

**1. TESTING AND ACCEPTANCE**

Netsmart will work in partnership with the State for all respective testing as noted in *Exhibit F: Testing Services*. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for Segment 1, Segment 2, and Segment 3.

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

**1.1 Test Planning and Preparation**

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

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

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

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



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EXHIBIT F - TESTING SERVICES**

**1.2 Installation Testing**

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

- **Segment 1: RxConnect Implementation**

- Client Hosted**

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

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

- **Segment 2: Additional RAD & Cache End User Licenses – Not Applicable**

- **Segment 3: Document Imaging Implementation**

- o Provide 1 Fully Replicated Non-Production Environments from Production Build.

**1.3 System Testing**

**Segment 1: RxConnect Implementation Services**

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

**Segment 2: Additional RAD & Cache End User Licenses – Not Applicable**

**Segment 3: Document Imaging Implementation Services**

- o System training includes the ability to scan POS and Batch documents from State scanners into the Electronic Health Record.

**1.4 Integration Testing**

**Segment 1: RxConnect Implementation Services**

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

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

**Objectives**

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

**Client responsibilities:**

- Lead and direct integration testing activities
- Conduct application integrated testing
- Conduct operational testing
- Document integrated test results
- Troubleshoot and resolve testing issues
- Update issues list with any unresolved integration test findings

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

**1.5 User Acceptance Testing (UAT)**

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services  
o See Exhibit H – Requirements

**1.6 Final Review & Validation**

- Segment 1: RxConnect Implementation

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

The Final Review discussion is intended to present the design decisions and data collection as it is now represented in the States completed system and confirm their accuracy. Additionally, as a part of Final Review, application training relevant to testing and training is delivered to the State personnel.

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

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

<b>Netsmart Responsibilities</b>	
<b>Objectives (Final Review)</b>	<ul style="list-style-type: none"> <li>• Provide in-depth demonstration of the solutions and build using the State's domain</li> <li>• Review and confirm design decisions and build</li> <li>• Confirm the solution workflow</li> <li>• Complete design process</li> <li>• Provide hands-on solution training</li> <li>• Conduct Plexus Final Design Assessment (Gate 3)</li> <li>• Plan for next event</li> </ul>
<b>Objectives (System Validation)</b>	<ul style="list-style-type: none"> <li>• Provide training on test script development and testing concepts</li> <li>• Begin development of State-specific system test scripts</li> <li>• Plan for next event</li> </ul>
<b>State Responsibilities</b>	
<b>Objectives</b>	<ul style="list-style-type: none"> <li>• Participate in Final Review &amp; Validation event</li> <li>• Provide appropriate resources to attend sessions</li> <li>• Complete data collection assignments</li> <li>• Validate design and build</li> <li>• Signoff design decisions</li> <li>• Customize sample test scripts to use during system and integration testing</li> <li>• Customize sample training materials in preparation for end-user training</li> <li>• Develop Learning Plan &amp; execute against plan for end-user training</li> </ul>

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services  
o See Exhibit H – Requirements

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**1.7 Performance Tuning and Stress**

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services – Not Applicable

**1.8 Regression Testing**

Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

Segment 1: RxConnect Implementation Services - Not Applicable

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services - Not Applicable

**1.9 Security Review and Testing**

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

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

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

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system

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

The Vendor must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Test procedures will include 3<sup>rd</sup> party security tests or code analysis and review. NetSmart shall conduct vulnerability scanning to ensure application security. The vendor shall use automated tools to identify and remediate vulnerabilities in the application layer of the Netsmart application.

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

**1.10 System Acceptance**

Upon completion of the Post Go-Live Reviews the State shall issue a Letter of Final System Acceptance.

Segment 1: RxConnect Implementation Services

Segment 2: Additional RAD & Cache End User Licenses – Not Applicable

Segment 3: Document Imaging Implementation Services

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EXHIBIT G - MAINTENANCE AND SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

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

**1.1 Netsmart's Responsibility**

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

**1.1.1 Maintenance Releases**

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

**2. SYSTEM SUPPORT**

**2.1 State's Responsibility**

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

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

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

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

**3. SUPPORT OBLIGATIONS AND TERM**

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

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

3.3 For all maintenance Services calls, Netsmart shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3)

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Exhibit G-Maintenance and Support Services  
Netsmart Technology, Inc.'s Initials *Jm*  
Date: *9/26/15*

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action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

- 3.4 Netsmart must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Netsmart fails to correct a Deficiency within the terms and conditions of the current maintenance and support agreement between Netsmart and the State, Netsmart shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 4.3, as well as the right to pursue all equitable and legal remedies.

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**General System Requirements**

<b>BUSINESS REQUIREMENTS</b>	
B - 1	Document Imaging - Ability to scan single and bulk documents via the Perceptive solution directly into CWS. Ability to see scanned documents in a manner which is legible, ability to print and move to another patient's record if necessary.
B - 2	RxConnect - No Interfaces
B - 3	RxConnect- No Migration
B - 4	All Additional licenses must have the ability to be used with RxConnect, and all functional modules within our existing system.
<b>GENERAL REQUIREMENTS</b>	
G-1	Vendor shall provide general project management documents, such as event overviews, communication plans, change management documents, risk, and event specific documents. These documents will be given to the State in formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
G-2	Vendor shall participate in an initial kick-off meeting to initiate the Project.
G-3	Vendor shall submit a finalized Work Plan within ten (10) days after receipt of signed contract, following approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.
G-4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation. (In formats such as Word, Excel, Power Point, shared in a common library (Netsmart portal, and/ or on paper)
<b>SECURITY REQUIREMENTS</b>	
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 <i>User Account and Password Policy</i>
S-5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters
S-6	Encrypt passwords in transmission and at rest within the database.
S-7	Passwords expire after ninety (90) days for Avatar.
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

Exhibit H-Priority Responses  
Netsmart Technology, Inc.'s Initials   
Date: 9/25/15



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

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

The preliminary Work Plan for Segment 1, Segment 2 and Segment 3 created by Netsmart and the State is set forth at the end of this Exhibit.

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

## **1. ASSUMPTIONS**

### **1.1 General**

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

### **1.2 Logistics**

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

### **1.3 Project Management**

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

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

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

**1.4 Technical Environment and Management**

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

**1.5 Conversions (Not Applicable)**

**1.6 Project Schedule**

- 1.6.1 Segment 1 - RxConnect is planned to begin October 2015 with a planned go-live date of April 2016.
- 1.6.2 Segment 2 - Additional RAD & Cache end User Licenses will be available to the State after payment in full. The State will determine when they will add new users.
- 1.6.3 Segment 3 - Document Imaging is to begin October 2015 with a planned go-live date of March 2015.

**1.7 Reporting**

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

**1.8 User Training**

*Refer to Exhibit L Training Services.*

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**2. ROLES AND RESPONSIBILITIES**

**2.1 Netsmart Team Roles and Responsibilities**

**2.1.1. Netsmart Team Project Executive**

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

**2.1.2 Netsmart Team Project Manager**

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

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

**2.1.3 Netsmart Team Tasks**

*Refer to Exhibit A.*

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**2.2 State Roles and Responsibilities**

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

**2.2.1 State Project Manager**

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

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

**2.2.2 State Team Tasks**

*Refer to Exhibit A*

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**3. SOFTWARE APPLICATIONS**

Segment 1: RxConnect Implementation Services – Not Applicable  
Segment 2: Concurrent Licenses – Not Applicable  
Segment 3: Document Imaging Implementation Services

**4. CONVERSIONS**

Segment 1: RxConnect Implementation Services – No Conversion  
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable  
Segment 3: Document Imaging Implementation Services – Not Applicable

**5. INTERFACES**

Segment 1: RxConnect Implementation Services – No Interfaces  
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable  
Segment 3: Document Imaging Implementation Services – Not Applicable

**6. APPLICATION MODIFICATION**

Segment 1: RxConnect Implementation Services – Not Applicable  
Segment 2: Additional RAD & Cache End User Licenses – Not Applicable  
Segment 3: Document Imaging Implementation Services – Not Applicable

**7. PRELIMINARY WORK PLAN**

**7.1 SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES**

Netsmart has provided a preliminary work plan for the RxConnect Implementation – See Attachment F.

**7.2 SEGMENT 2 – ADDITIONAL RAD & CACHE END USER LICENSES**

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

**7.3 SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES**

Netsmart has provided a preliminary work plan for the Document Imaging Implementation – See Attachment F.

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EXHIBIT J - SOFTWARE LICENSE**

**1. LICENSE GRANT**

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

**2. SOFTWARE AND DOCUMENTATION COPIES**

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

**3. RESTRICTIONS**

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

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

**4. TITLE**

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

**5. VIRUSES**

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

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

**6. AUDIT**

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

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**7. SOFTWARE NON-INFRINGEMENT**

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

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

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

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

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



**STATE OF NEW HAMPSHIRE  
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CONTRACT AGREEMENT 2016-032 - PART 3  
EXHIBIT K - WARRANTY AND WARRANTY SERVICES**

**1. WARRANTIES**

**1.1 System**

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

**1.2 Software**

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

For any breach of the above Software warranty, the State's remedy, and Netsmart's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Netsmart cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Netsmart for the program license for the Software License acquired under this Contract Agreement (2016-032) and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the Deficient services, or (c) if Netsmart cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services and pursue its remedies for breach at law or in equity and recover contract damages, which may include recovery of the fees paid to Netsmart under this Contract Agreement (2016-032) for the Deficient services.

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

Netsmart warrants that all Services to be provided under the Contract will be provided expeditiously, in a professional manner, in accordance with industry standards and that

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

**1.7 Personnel**

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

The warranty terms described in this Exhibit K shall extend for the duration of the contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of the contract.

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EXHIBIT L - TRAINING SERVICES**

Netsmart shall provide the following Training Services.

**A. TRAINING**

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

**1. Delivery Method -Instructor-Led Class Training**

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

**2. Project Team Developed Training**

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

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

b. Key activities of the approach are highlighted below:

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

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EXHIBIT L - TRAINING SERVICES**

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

**c. Key User Training Approach Activities**

**1) Identify State End Users**

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

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

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

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

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

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- a. Reinforce knowledge comprehension across the State by employing a train-the-trainer approach,
- b. Train employees on what they need to know and do to perform their jobs effectively,
- c. Establish an ongoing skills development process,
- d. Offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers,
- e. Implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

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

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

4) **Produce Training Materials and End-User Documentation**

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

**B. SEGMENT 1 - RXCONNECT IMPLEMENTATION SERVICES**

**The Learning Plan (Training)**

This event consists of Learning Plan discussions.

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

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

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<b>Netsmart Responsibilities: Learning Plan Development</b>	<ul style="list-style-type: none"> <li>• Participate in Final Review &amp; Validation event</li> <li>• Provide appropriate resources to attend sessions</li> <li>• Complete data collection assignments</li> <li>• Validate design and build</li> <li>• Signoff design decisions</li> <li>• Customize sample test scripts to use during system and integration testing</li> <li>• Customize sample training materials in preparation for end-user training</li> <li>• Develop Learning Plan &amp; execute against plan for end-user training</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Attend Learning Plan Training sessions</li> </ul>

**C. SEGMENT 3 - DOCUMENT IMAGING IMPLEMENTATION SERVICES**

<b>Netsmart Responsibilities</b>	<ul style="list-style-type: none"> <li>• Deliver State project lead with Best Practices and Backup Recommendation Documentation prior to conclusion of implementation.</li> <li>• Provide up to a 4 hours Administration Training for a designated solution administrator to be completed during the implementation process (shadow).</li> <li>• Provide up to a 4 hour Solution Training Session for "Super Users" at a single location for up to 5 individuals, using a "Train the Trainer" approach.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Attend Training Event</li> </ul>

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EXHIBIT M: AGENCY RFP WITH ADDENDUMS

EXHIBIT M - NOT APPLICABLE TO THIS CONTRACT

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Exhibit M-Agency RFP with Addendums  
Netsmart Technology, Inc.'s Initials *JM*  
Date: *9/28/16*

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EXHIBIT N: VENDOR PROPOSAL

EXHIBIT N - NOT APPLICABLE TO THIS CONTRACT

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Exhibit N-Contractor Proposal by Reference  
Netsmart Technology, Inc.'s Initials *Jm*  
Date: 9/25/15

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EXHIBIT O - CERTIFICATES AND ATTACHMENTS**

Attached are:

**Attachment A:** Contractor's Certificate of Vote/Authority

**Attachment B:** Contractor's Certificate of Good Standing

**Attachment C:** Contractor's Certificate of Insurance

**Attachment D:** Department of Health and Human Services Required Exhibits:

**Attachment D-1:** Special Provisions (Exhibit C)

**Attachment D-2:** Revisions to General Provisions (Exhibit C-1)

**Attachment D-3:** Certification Regarding Drug-Free Workplace Requirements (Exhibit D)

**Attachment D-4:** Certification Regarding Lobbying (Exhibit E)

**Attachment D-5:** Standard Certification Regarding Debarment, Suspension and Other Responsibility Matters (Exhibit F)

**Attachment D-6:** Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections (Exhibit G)

**Attachment D-7:** Standard Certification Regarding Environmental Tobacco Smoke (Exhibit H)

**Attachment D-8:** Health Insurance Portability Act Business Associate Agreement (Exhibit I)

**Attachment D-9:** Standard Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance (Exhibit J)

**Attachment E:** Netsmart Technology, Inc. Statement of Work

**Attachment F:** Netsmart Preliminary Work Plan (RxConnect & Document Imaging)

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Exhibit O-Certificates and Attachments  
Netsmart Technology, Inc.'s Initials *Jan*  
Date: 9/29/15

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