

CJB



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER
 P.O. BOX 1806
 CONCORD, NH 03302-1806
 603-271-5603 FAX: 888-908-6609
 TDD ACCESS: 1-800-735-2964
 www.nh.gov/nhdoc

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

59

May 10, 2024

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

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a **Sole Source** contract with NaphCare, Inc. (VC #222750), 2090 Columbina Road, Suite 4000 Birmingham, AL 35216 in the amount of \$2,948,440.00 for the provision of an Electronic Health Record (EHR) system, effective upon Governor and Executive Council approval for the period beginning July 1, 2024 through June 30, 2030. 100% Other (Agency Class 27) Funds: The Agency Class 27 funds used by the NHDOC to reimburse DoIT is 100% General Funds.

Funds are available in FY 2025 and are anticipated to be available in FY 2026, FY 2027, FY 2028, FY 2029 and FY 2030, upon the continued appropriation of funds in the future operating budget(s) with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

NAPHCARE INC								
Account	Job#	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
010-03-03-030010-7646-038-509038	03460018	\$ 375,000	\$ 375,000	\$ 380,625	\$ 380,625	\$ 386,334	\$ 386,334	\$2,283,918
010-03-03-030010-7646-038-500175	03460018	\$ 110,000	\$ 110,000	\$ 110,750	\$ 110,750	\$ 111,511	\$ 111,511	\$ 664,522
Total Amount Per Fiscal Year		\$485,000	\$485,000	\$491,375	\$491,375	\$497,845	\$497,845	\$2,948,440
Total Contract Amount								\$ 2,948,440

EXPLANATION

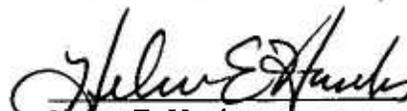
The NHDOC is requesting a **Sole Source** contract to support our Electronic Health Record (EHR) system with Naphcare Inc, as this is our current provider for instant access and sharing of health information among healthcare service providers, not only within the NHDOC but among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services.

Our providers who travel to our multiple sites can assist in triaging emergency care with direct access to the electronic file allowing for enhanced decision making. The use of electronic health record allows multiple care providers, regardless of location, to simultaneously access a patient's record from any computer. The electronic record can provide up-to-the minute information on the patient's full history, including current test results and the recommendations of other physicians, allowing more efficient collaboration on the multiple facets of a patient's care.

In an effort to affirm the proposed contract is financially reasonable to seek a sole source, we reviewed national contracts of similar scope. In 2021, the State of Virginia Department of Corrections contracted for a 5-year proposal for a compatible system at a contracted rate of \$16M. The Federal Bureau of Prisons as of 2020 awarded a contract for annual maintenance, support and server administration for the electronic health record at a cost of \$1.37M a year. The State of Illinois Department of Corrections awarded a 10-Year electronic health record contract for a total of \$49.9M. These systems are consistent with NHDOC needs for electronic health record implementation and requirements. Areas we continue to be cognizant of include the significant ancillary costs in agency time and labor, testing, training, monthly subscription and reporting that would be incurred if we were to switch vendors at this time. The NHDOC has evaluated our current system and maintaining the existing system is a far more cost-effective option.

It is the intent for the NHDOC to continue to refine requirements and objectives for the Agency EHR system and perform a Request for Information (RFI) to various vendors for an updated electronic health information system, and provide ample time to then perform a Request for Proposal (RFP) and allow DoIT and the NHDOC time to evaluate, award and perform a complex system conversion if awarded to another vendor for transition of continued service. In addition, this process will provide the department with a cost figure for inclusion in a capital budget funding request. This six (6) year contract will allow the NHDOC time to responsibly perform both the RFI and RFP so we can develop specifications for a product that will provide access to health information and ensure efficient patient services, productivity and quality of care.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

May 3, 2024

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

Requested Action and Explanation
 Contract Number 2024-114

Requested Action

The NH Department of Corrections (NHDOC) is seeking to enter a **sole source** contract with NaphCare, Inc. (VC# 222750), 2090 Columbia Road, Suite 4000, Birmingham, AL 35216, for the provision of an Electronic Health Record (EHR) system in the amount of \$2,948,440.00.

The purpose of this contract is to provide continued access and information of health information among healthcare service providers, not only within the NHDOC but among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services.

Explanation

The Department is requesting a **sole source** contract with NaphCare, Inc. as it has been in place since November 2016. NaphCare, Inc. specializes in Correctional Hospital and Mental Health Electronic Health Record Services. The services provided under this contract have allowed the NHDOC to convert from paper medical records to an electronic record that has provided accurate and timely patient care.

Funding Information

The amount for this contract is \$2,948,440.00 and budgeted in 100% Other (Agency Class 27) funds. The Agency Class 027 used by the NHDOC to reimburse DoIT for this maintenance service is 100% General Funds.

NAPHCARE INC								
Account	Job #	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
010-03-03-030010-7646-038-509038	03460018	\$ 375,000	\$ 375,000	\$ 380,625	\$ 380,625	\$ 386,334	\$ 386,334	\$2,283,918
010-03-03-030010-7646-038-500175	03460018	\$ 110,000	\$ 110,000	\$ 110,750	\$ 110,750	\$ 111,511	\$ 111,511	\$ 664,522
Total Amount Per Fiscal Year		\$485,000	\$485,000	\$491,375	\$491,375	\$497,845	\$497,845	\$2,948,440
Total Contract Amount								\$2,948,440

Prior Related Actions

N/A

Open Standards

This sole-source contract for the existing EHR system that is currently in place for the TechCare Electronic Health Record System at the NHDOC, proprietary software to the Contractor.

Impact on Other State Agencies and Municipalities

There is no impact on any other state agency. The sole purpose is to provide Electronic Health Record Services to individuals under the responsibility and jurisdiction of the NHDOC.

CONTACT PERSON:

John Villani
BRMD IT Manager - DOC
64 South St.
Concord, NH 03301
Telephone: (603) 271-5665
Email: john.villani@doit.nh.gov

CERTIFICATION

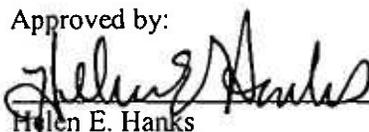
The undersigned hereby certify that the information provided in this document and any attachments is complete and accurate and that alternatives to the solution defined in this document have been appropriately considered.

Respectfully submitted,

John Villani

John Villani
BRMD IT Manager - DOC
Department of Information Technology

Approved by:



Helen E. Hanks
Commissioner
NH Department of Corrections

RID #39004

RFP/Contract Number: 2023-114

cc: DoIT Representative (IT Lead for the Agency) – John.Villani@doit.nh.gov

DoIT Contracts and Procurements Manager – Ryan.H.Aubert1@doit.nh.gov

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 8, 2024

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

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with NaphCare, Inc., as described below and referenced as DoIT No. 2024-114.

The purpose of this request is to enter into a contract to provide continued access and information of health information among healthcare service providers, not only within the NHDOC but among community partners, including emergency rooms, hospitals, physician offices, ambulatory surgical centers, imaging centers and other allied health services.

The Total Price Limitation will be \$2,948,440.00, effective upon Governor and Council approval through June 30, 2030.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2024-114

cc: John Villani, IT Lead
Loretta Razin, Administrator II



STATE OF NEW HAMPSHIRE

NH DEPARTMENT OF CORRECTIONS
ELECTRONIC HEALTH RECORD SYSTEM
NHDOC – DOIT 2024-114

FORM NUMBER P-37 (version 2/23/2023)

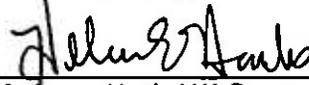
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address PO Box 1806 Concord NH 03302	
1.3 Contractor Name NaphCare, Inc. (VC 222750)		1.4 Contractor Address 2090 Columbiana Road, Suite 4000 Birmingham AL 35216	
1.5 Contractor Phone # 205-536-8400	1.6 Account Unit and Class See Exhibit C Payment Schedule	1.7 Completion Date June 30, 2030	1.8 Price Limitation \$2,948,440.00
1.9 Contracting Officer for State Agency Helen Hanks, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature  Date: 5/10/24		1.12 Name and Title of Contractor Signatory Bradford McLane, Chief Executive Officer	
1.13 State Agency Signature  Date: 5/14/24		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: May 14, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer

programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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 with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 - ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all services and deliverables for which acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete services or winding down the contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Agreement, the State, in addition to any other rights provided in the Agreement, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Agreement as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- i. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- ii. Promptly, but in no event longer than ten (10) 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;
- iii. Take such action as the State directs, or as necessary to preserve and protect the property related to the Agreement which is in the possession of Contractor and in which the State has an interest;
- iv. Take no action to intentionally erase any State data until directed by the State;
- v. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- vi. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- vii. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
- viii. Provide written certification to the State that contractor has surrendered to the State all said property and after 180 days has erased all State data.

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 - ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

- 9.4 If the contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees ("Transition Services").
- 9.5 Contractor may terminate this Agreement upon a material breach by the State of any of the terms and conditions herein, but only if Contractor provides written notice to the State describing the breach and the State fails to cure said breach within thirty days after receipt of the written notice under this Paragraph 9.5.
- 9.6 This covenant in paragraph 9 shall survive the termination of this contract.
- A.2 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**
- 12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining term of the Agreement or for such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.4 Provision 13 (Indemnification) of the Agreement is deleted in its entirety and replaced as follows:**
- 13. INDEMNIFICATION**
- 13.1. For the purpose of this Paragraph 13, the term "Indemnified Parties" shall mean the State, and the State's officials, employees, and agents together with the successors and assigns of any of them; the term "Indemnified Party" shall mean any one of the Indemnified Parties.
- 13.2. The Contractor shall indemnify, defend (with counsel to be selected by the State in its sole discretion), and hold the Indemnified Parties harmless from and against, and to reimburse the Indemnified Parties for, any and all damages (including, without limitation, bodily injury, illness, death, or property damage), losses, liabilities, judgments, claims, demands, suits, litigation, debts, obligations, fines, penalties, costs, fees, attorneys' fees and expert witness' fees (including, without limitation, attorneys' fees, expert witness' fees, and costs incurred by the Indemnified Parties in enforcing the terms and conditions of this Paragraph 13), and expenses (collectively, "Damages") of any kind or nature, predicated upon any legal theory whatsoever, which may at any time be imposed upon, incurred by, or asserted against any of the Indemnified Parties arising from, or in any way related to, the Contractor's performance under this Agreement, but only to the extent that such Damages

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are not solely caused by the Indemnified Parties' gross negligence or willful acts or omissions.

13.3. The terms and conditions of this Paragraph 13 shall survive the termination of this Agreement.

A.3 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

- 27.1 Neither Contractor 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.
- 27.2 Except in the event of the foregoing, force majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Agreement.

A.4 The following Provisions are added and made part of the P37:

10. PROPERTY OWNERSHIP/DISCLOSURE

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. Contractor's proprietary electronic health records software system, commonly referred to as TechCare®, and/or any other proprietary system utilized by Contractor during the term of this Agreement shall not be deemed Property.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other Contractors to provide any of the services or deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State Contractors performing services which

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relate to the work or deliverables set forth in the Agreement. The State intends to use, whenever possible, existing software and hardware contracts to acquire supporting software and hardware.

30. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

30.1 State of New Hampshire, Department of Corrections, Electronic Health Record System, Contract Agreement DoIT 2024-114, P-37 as amended by Exhibit A;

30.2 Exhibit B Statement of Work (SOW) Business and Technical Requirements and Deliverables;

30.3 Exhibit C – Price and Payment Schedule;

30.4 Exhibit D – Business Associate Agreement;

30.5 Exhibit E – Software License Agreement;

30.6 Exhibit E – Administrative Services; and

30.7 Exhibit G – Vendor Proposal.

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL
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The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The State of New Hampshire, acting through the Department of Corrections (NHDOC), is engaging Contractor to provide a Commercial-Off-The-Shelf (COTS) software system and associated services to continue cross site electronic transfer of healthcare information from its geographically distant facilities, as well as with their community-based healthcare partners, to provide appropriate healthcare services to clients under the custody and care of the NHDOC. The product in turn will maintain the NHDOC at a community-based standard and provide ease of access to health information exchanges.

The current methodology of the NHDOC's healthcare record is NaphCare Inc. v4.5 software system utilizing a "client-server" based data module. This Agreement will continue the data module and utilize a "web-cloud" based module, allowing upgrade from v4.5 to v5 and allow for system conversion and migration with existing platform and interface with various programs.

The upgrade will provide instant access, capture diagnostic results through interfaces and improve encrypted communication to providers, residents and the NHDOC within patient portal and use of tablets for health needs and responses. This upgrade will also enhance workflow and user interface with upgraded features.

DoIT provided and maintained data communications networks will be used to connect to any Personal Computer (PC) devices, network printers, and other required network-based end-user devices.

The technology requirements are as follows:

- a. Web based application which requires no other application software loaded on the PC;
- b. Application should run under Microsoft Edge. The State of New Hampshire currently uses Microsoft Edge as the supported browser for the agency;
- c. Microsoft SQL Server 2019 or newer;
- d. Microsoft Windows Server 2016 or newer.

Goals and Objectives for the Electronic Health Records System are:

- a. Maintain efficiency and effectiveness in providing patient services;
- b. Maintain patient safety by reduction of medical error rates;
- c. Maintain communication between healthcare provider staff;
- d. Maintain communication with outside providers of consultative patient services;
- e. Integrate patient information across the departments so that once captured it is communicated to all relevant applications and application modules;
- f. Provide a computer-based information system that can provide simultaneous access to patient care information by Department healthcare provider staff;

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- g. Provide better integration of information system application functionality within the State healthcare provider sites;
- h. Provide a modern healthcare information system consistent with today's evolving healthcare Information Technology (IT) standards in the U.S.;
- i. Facilitate participation in regional, statewide and national healthcare information organizations;
- j. Provide improved state healthcare provider management data;
- k. Facilitate analysis of healthcare facility management data and patient data;
- l. Improve reliability of clinical and business processes by providing timely reminders;
 - Support better management of chronic patient diseases;
 - Facilitate protocol and workflow driven processes;
 - Improve access to medical databases and other patient care literature;
 - Facilitate better patient transport scheduling to reduce transport expenses;
- m. Support information needs for telemedicine-based patient healthcare services;
- n. Provide data extracts on a scheduled basis for management reporting;
- o. Provide bi-directional interfaces and mapping to the Data Warehouse and other appropriate software products as identified by the NHDOC; and Meet CJIS/HIPAA/2014 ONC certification or current ONC certification.

2. BUSINESS / TECHNICAL REQUIREMENTS

This Agreement will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide IT activities.

2.1 Business Requirements

2.1.1 **Business:** In addition to all other specifications described in this Agreement, the solution will maintain all client specific customizations per contract awarded by Governor and Executive Council on January 27, 2016, Item #36 and as amended on March 27, 2019, Item #32 and provide new functionality as described in Contractor's proposal dated March 15, 2024 as included in Exhibit F.

2.1.2 **Contractor Responsibilities:**
Planning and Project Start – Contractor will initiate the project and define resources within Contractor and State needed for successful deployment of the application. State shall initiate communication with interface Contractor partners in planned support of integration end-point migrations. Contractor will create and deliver a Work Plan for State approval.

Requirements and Design – Contractor staff will analyze and review all existing customization to the State Specific version of TechCare in use today. Contractor will develop the requirements necessary for changes to the v5 application. Note that many customizations in v4.5 are handled by newly developed modules/tools in v5 further simplifying the need to "customize" the application.

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Development and Delivery - Contractor will complete customization of the TechCare v5 application to meet the defined requirements established. The hosted production and test environments be fully deployed in preparation for migration activities.

Testing and Migration - Contractor and the State will conduct testing activities as defined in ACCEPTANCE, SECURITY & TESTING SERVICES. Contractor will review all customizations made to TechCare v5 following the Requirements Document and thoroughly test via manual and automated routines. Contractor will migrate the existing on site data storage, integration endpoints, and client access endpoints to the cloud service provider. Impact to application availability will be discussed and planned with State. Contractor and the State will conduct tested activities as defined in ACCEPTANCE, SECURITY & TESTING SERVICES . Contractor QA staff will review all customizations made to v5 and thoroughly test via manual and automated routines. We have automated tested for all key areas of the application. User Acceptance Testing (UAT) testing is completed as defined in section ACCEPTANCE; SECURITY & TESTING SERVICES Contractor will migrate the existing on site data storage solutions to the cloud service provider

Training and Go Live - While TechCare v5.0 maintain a similar interface as the current v4.5 interface, Contractor will conduct training activities and complete Go-Live activities as defined in the TRAINING & GO-LIVE section.

2.2 Technical Requirements

Components of the State/Agency technical architecture include:

- 2.2.1 State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, Voiceover IP (VOIP) and Virtual Private Network (VPN) technologies. Networks have varying levels of integration and connectivity to the statewide core network for resource sharing and centralized administration by the DoIT. Direct support is provided for twenty-one (21) partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- 2.2.2 Internet Access: All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the internet, and the State's financial applications. Some agencies additionally have their own internet service providers.
- 2.2.3 The NHDOC currently uses carrier ethernet connectivity for 100% of all facility connections. Access into network resources is provided by the State SSL VPN solutions. The State also provides the head-end into the network and primary infrastructure servers reside at the State Data Center. Currently all application servers reside at the NHDOC data center with minimal infrastructure servers to handle basic network resources such as Active Directory, DNS, Print & File services. Internet access is provided through the State's resources.
 - Certifications/Standards applicable to the NHDOC:

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- a. Criminal Justice Information Services (CJIS)
- b. Health Insurance Portability and Accountability Act (HIPAA) compliance is mandatory.
- c. Current ONC certification as detailed by the Affordable Care Act and Federal guidelines.
- d. NH State Department of Information and Technology (DoIT) Standards
- Network Support for the NHDOC is provided by DoIT. The Contractor will provide assistance in troubleshooting application problems but it will be DoIT's responsibility to make any necessary changes to the network.
- Server Support:
 - The NHDOC will be responsible for:
 - Network Infrastructure. NHDOC will provide Network Connectivity Services to support the connectivity of State endpoints to hosted Server Infrastructure as follows:
 - State shall provide sufficient internal LAN network connectivity and WAN infrastructure for State's Licensed Sites. State LAN and WAN networks will support at least 0.12Mbps per concurrent session with <40ms latency.
 - State will support the efforts of Contractor in providing connectivity between State's LAN and/or WAN infrastructure and Contractor's production infrastructure in order to provide hosted services.
 - State will provide and support any network equipment which resides within State facilities which is required for implementation of connectivity.
 - State shall provide access to the use of enterprise network management services including, but not limited to, Domain Name Services (DNS) and Shared/Network Printing Services in order for proper Application functionality.
 - State shall provide and support a Static VPN order to provide remote support access and Disaster Recovery Services .
 - State shall allow communication across the following ports within the before mentioned connections:
 1. TCP 1433, 1434 – SQL
 2. TCP 445 - SMB Windows File Share
 3. ICMP – Ping
 4. TCP 53
 5. UDP 53
 - Contractor is responsible for the following functions on a hosted platform which include:

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- **Server Infrastructure.** Contractor will provide and maintain a secure data center environment in order to remotely host the Application. Contractor will provide and maintain all necessary network infrastructure, computer hardware, data storage, third party software (such as database software), technology, operating systems, and remote access software needed to remotely host the Application and the State Data in compliance with the performance standards set forth herein. Contractor will (i) monitor the utility infrastructure, computer room, network infrastructure, computer room infrastructure; (ii) provide backup and restoration services for the Application, required third party software and State Data, including offsite storage of backup media; (iii) coordinate preventative maintenance; and (iv) provide system management services including database maintenance (including database upgrade services), data archiving, system troubleshooting, production change control, and scheduled operational tasks. Server Environments.
 - Contractor will provide a System development environment (“Dev”) in order to support the implementation including (i) Dev Application environment, (ii) Dev database services and storage, (iii) Dev file storage, and (iv) Dev interface services within Contractor’s infrastructure environment.
 - Contractor will provide a System test environment (“Test”) in order to support the ongoing productive use, including (i) Test Application environment, (ii) Test database services and storage, (iii) Test file storage, (iv) Test interface services.
 - Contractor will provide a System production environment (“Production”) in order to support the Go-Live (activation) and ongoing productive use, including (i) Production Application environment, (ii) Production database services and storage, (iii) Production file storage, (iv) Production interface services. The Production environment shall comply with the Service Level Agreement set forth in B-2.3. Service Level Agreement.
- Installation of the hardware, the operating system and the database software. This will include basic configuration of system resources such as databases, directories, permissions, virus software, etc.
- Patches, updates and configuration of the server operating system/database software.
- Backup of the server, application and database
- Replication of data for disaster recovery as follows:
- Backup of State data with a one (1) hour Recovery Point Objective (“RPO”) and a four (4) hour Recovery Time Objective (“RTO”). Retention of backups will include daily backups for one (1) week, weekly backups for one (1) month, monthly backups for eleven (11) months, and yearly backups for two (2) years.

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- Contractor staff are responsible for the following functions which include but are not limited to:
 - Electronic Health Record (EHR) Installation, configuration and support of the application;
 - EHR application patches and upgrades;
 - EHR application logging;
 - Second Tier troubleshooting for application problems or providing support in resolving user issues that are outside the first-tier support provided by the NHDOC staff.
- The Contractor will have access to the application on the servers through the State of New Hampshire VPN.
- Contractor VPN and the NHDOC Active Directory accounts will be created and managed by DoIT based on authorization from the NHDOC.

2.3 Future Systems Environment

Future design and development efforts shall conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.

This environment is end-user centric, utilizing the internet and web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

2.4 Service Level Agreement (SLA)

Contractor agrees to the following Service Level Requirements

State Requirements		
Req #	Requirement Description	Criticality
SLA -1	The Contractor's system support and maintenance shall commence upon the Effective Date and extend through the end of the Agreement term, and any extensions thereof.	M
SLA -2	The Contractor shall maintain the hardware and software in accordance with the specifications, terms, and requirements of the Agreement, including providing upgrades and fixes as required.	M
SLA -3	The Contractor 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 Agreement.	M

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SLA -4	All hardware and software components of the Contractor 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. (RA-5)	M																															
SLA -5	<p>The State shall have unlimited access, via phone or Contractor's online self-service portal, to the Contractor Help Desk support staff 24/7/365 to provide support for the System and associated deliverables as outlined herein. Help Desk services shall include, but not be limited to:</p> <ul style="list-style-type: none"> i. Assistance with Application function questions. ii. Assistance in diagnosing and determining the cause(s) of and resolving System Malfunctions. iii. Assistance with report generation questions. iv. Assistance with general computer management, operating system software, or networking software questions related solely to the use of the Application. v. Assistance in testing Application Updates supplied by Contractor. vi. Assistance using any non-production environments. <p>The term "assist" (or "assistance"), when used to describe Help Desk services, means a help that Contractor will provide, including, without limitation, troubleshooting, providing advice, answering questions, providing diagnosis, and sharing information.</p>	M																															
SLA -6	<p>The Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <table border="1" style="margin-left: 20px;"> <thead> <tr> <th colspan="2" rowspan="2"></th> <th colspan="4">IMPACT</th> </tr> <tr> <th>All Deployments</th> <th>Single Deployment</th> <th>Business Unit</th> <th>Individual User</th> </tr> </thead> <tbody> <tr> <th rowspan="4" style="writing-mode: vertical-rl; transform: rotate(180deg);">Urgency</th> <th>Critical</th> <td>1</td> <td>1</td> <td>2</td> <td>3</td> </tr> <tr> <th>High</th> <td>1</td> <td>2</td> <td>3</td> <td>3</td> </tr> <tr> <th>Medium</th> <td>2</td> <td>3</td> <td>3</td> <td>4</td> </tr> <tr> <th>Low</th> <td>3</td> <td>3</td> <td>4</td> <td>4</td> </tr> </tbody> </table> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, System error/defect directly impacting patient care, 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. o Class B Deficiency – Software - High, System error/defect directly impacting patient care; A critical portion of the application cannot be used; No workaround, bypass or alternative is available. o Class C Deficiency –Software –Medium, does not stop operation and/or there is a work around and user can perform tasks; System error/defect negatively & substantially impacted operations, impact to patient care is manageable via workaround.; Application can be used. Workaround, bypass or 			IMPACT				All Deployments	Single Deployment	Business Unit	Individual User	Urgency	Critical	1	1	2	3	High	1	2	3	3	Medium	2	3	3	4	Low	3	3	4	4	M
				IMPACT																													
		All Deployments	Single Deployment	Business Unit	Individual User																												
Urgency	Critical	1	1	2	3																												
	High	1	2	3	3																												
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	<p>alternative is available. Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the service.</p> <ul style="list-style-type: none"> o Class D Deficiency - Software – Low, minimal, cosmetic in nature, minimal effect on system, low priority and/or user can use system; System error/defect is not critical. Impact is limited & no risk to patient care; Application can be used; Workaround, bypass or alternative is available. <p>Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the service.</p> <p><u>Impact</u></p> <ul style="list-style-type: none"> • All Deployments – All deployments of the system across all customers are impacted. • Single Deployment – A single deployment of the system to a single customer, with one or more locations, is impacted. • Business Unit – A single business unit, or function, is impacted across one or many deployments. • Individual User – A single user is impacted. 	
SLA -7	As part of the maintenance agreement, ongoing support issues shall be responded per Section 1.1.2 System Support: a	M
SLA -8	<p>System Available shall be ninety-nine (99.67%) percent of the time. Availability is measured on a 7 X 24 basis during any calendar-month period, excluding excusable outages. Contractor cannot be held responsible for services, software, or equipment not provided hereunder. The availability percentage during the month will be calculated as follows:</p> <p>(a) (Total hours during the month) minus (Total hours related to Excusable Outages) equals Maximum Hours</p> <p>(b) [(Maximum Hours) minus (Total hours of unplanned downtime)] divided by (Maximum Hours) equals Availability percentage</p>	M
SLA -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
SLA -10	If the Contractor is unable to meet the uptime requirement, The Contractor 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
SLA -11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M

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SLA -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
SLA -13	The Contractor 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
SLA -14	The Contractor will give two (2) business days prior notification to the State's Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M
SLA -15	The Contractor 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.	M
SLA -16	For all maintenance services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the deficiency; 2) current status of the deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information, 6) resolved by, 7) identifying number i.e. work order number, 8) issue identified by.	P
SLA -17	The Contractor 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.	P

3. ACTIVITY, DELIVERABLE, AND MILESTONE

3.1 Contractor Responsibilities

Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Agreement, regardless of whether or not a subcontractor is used.

Contractor may subcontract services subjects to provisions of the Agreement, including but not limited to, the terms and conditions in contract agreement. Contractor must submit all information and documentation relating to the sub-contractor necessary, including terms and conditions consistent with this Agreement. The State will consider Contractor to be wholly responsible for performance of the Agreement regardless of whether a sub-contractor is used. The State will consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Agreement.

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Table B-3 Deliverables

Phase	Deliverables	Deliverable Type	Proposed Delivery Date
1. Planning and Project Start	Project Kickoff Meeting	Non-Software	Week 16
	Learning Management System Access	Non-Software	Week 2
	Provision of Hosted Test Environment	Software	Week 3
	State Acceptance of Work Plan	Written	Week 5
2. Requirements and Design	State Acceptance of Software Requirements Document Hosting Design Document	Written	Week 8
3. Development and System Delivery	Delivery of TechCare v5 EHR System	Software	Week 20
	Completion of State Acceptance Testing	Non-Software	Week 24
	Delivery of Hosted Production Environment	Software	Week 20
	State Acceptance of Training and Go-Live Plan	Written	Week 20
4. Testing and Migration	Completion of Data Migration to Hosted Environment	Software	Week 16
	Verification of Hosted Network Connectivity	Non-Software	Week 24
	Go-Live Readiness Acceptance		
5. Training & Go-Live	Pre and Go-Live Training and Support	Non-Software	Week 28-30
6. Implementation Close-Out	Custom User's Manual Knowledge Base online repository	Written	Week 30
	Final System Acceptance	Written	Week 32

4. REQUIRED INTERFACES

Interface Development. Contractor is responsible for the development of interfaces by which the system sends and receives data from outside computer systems in order to meet the needs of the State. An Interface Requirements Document shall be jointly prepared by the parties and will include all technical definitions of, and specifications for, all required interfaces, as listed in Table B-4:

The Interface Requirements Document must be approved by State following the Deliverable acceptance procedure set forth in Section 5.1.

Interfaces that are not yet implemented as of the date of this agreement shall incur implementation charges following the Feature Request Process.

NHDOC requires interfaces to the following systems:

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Table B-4: EHR Interfaces

AGENCY NAME	SYSTEM/SUBSYSTEM NAME	FUNCTION	FREQUENCY
DOC	Data-Warehouse	Centralized Data Warehouse	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Offender Management Contractor	Offender Management System	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Laboratory Contractor	Lab Results-3 rd party Contractor	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Radiology Contractor	Diagnostics -3 rd Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Dental X-Ray	X-Ray- 3rd Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Cardiac Monitoring	Cardiac Monitoring - 3rd Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Colon Cancer Screening	Colon Cancer Screening - 3rd Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Pharmacy Contractor	Pharmacy-3 rd Party	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.

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DHHS/DOC	Health Information Exchange (Optional)	Federal Health information portal for healthcare providers	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	File Hold	Document Management System	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am.
DOC	Surescripts	Medication Reconciliation Database	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am
DOC	Resident Tablet Contractor	Resident Tablet System	Minimum update Frequency: at 7:00 am, 3:00 pm, 11:00 pm and 3:00 am
DOC	Direct Secure Messaging	Secure Patient Records Messaging System	N/A

5. DELIVERABLE REVIEW AND ACCEPTANCE

5.1 Non-Software and Written Deliverables Review and Acceptance:

The Contractor shall provide a written certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such certification from the Contractor, the State will review the deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its acceptance or rejection of the deliverable, or its partial or conditional acceptance of the deliverable, within five (5) business days of the State's receipt of the Contractor's written certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days if requested in writing within the initial five (5) day acceptance period. Unless State rejects the deliverable by providing written notification to Contractor via a Problem Report within five (5) days or ten (10) days if an extension is requested, State will be deemed to have accepted the deliverable. State shall not unreasonably withhold acceptance of a deliverable. If the State rejects the deliverable or any portion of the deliverable, or if any acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the deficiency, or the terms of the conditional acceptance, and the Contractor shall correct the deficiency or resolve the condition to acceptance within the period identified in the Work Plan. If no period for the

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Contractor's correction of the deliverable or resolution of condition is identified, the Contractor shall correct the deficiency in the deliverable or resolve the condition no later than thirty (30) days following notification via the Problem Report. Upon receipt of the corrected deliverable, the State shall have five (5) business days to review the deliverable and notify the Contractor of its acceptance, acceptance in part, conditional acceptance, or rejection thereof, with the option to extend the review period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the deficiency within the allotted period, the State may, at its option, continue reviewing the deliverable and require the Contractor to continue until the deficiency is corrected, or issue a final written rejection of the deliverable after rejecting the same on at least two (2) prior occasions or Contractor delivers to State notice of its determination that correcting the issue within the Problem Report is not technically possible or is outside the scope of the defined responsibilities then at State's option, within thirty (30) days thereafter, State may immediately terminate the contract as set forth in Provision 9.

5.2 Software Deliverables Review and Acceptance:

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

Unless State rejects the deliverable by providing written notification to Contractor via a Problem Report within five (5) days or ten (10) days if an extension is requested, State will be deemed to have accepted the deliverable. State shall not unreasonably withhold acceptance of a deliverable.

5.3 Number of Deliverables:

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) deliverables for review or testing at one time. As the State accepts a deliverable, an additional deliverable may be presented for review but at no time can the deliverables exceed three (3) at a time without the authorization of the State.

5.4 Conditional and Unconditional Acceptance:

By accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the system, in whole or in part, through completion of all acceptance testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

6. **CHANGE ORDER**

6.1 The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the DoIT within five (5) business days of Contractor's receipt of a Change Order. Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

6.2 Post Go-Live Software Customization: Following the Go-Live and Final System Acceptance, The State may, in its discretion, request that Contractor develop certain enhancements to the system desired by the State. Contractor agrees to develop and install such State-requested enhancements, following the below process:

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- Feature Requests will be submitted to Contractor by State via the System On-line Portal along with detailed business and functionality requirements;
- Contractor will review and estimate the work effort required to implement the feature and notify the State accordingly;
- State designee shall allow implementation (approve) or deny implementation of each Feature Request and will provide the priority of each approved Feature Request;
- Contractor shall commence work on all approved Feature Requests and shall provide updated information on a recurring basis including the Feature Request, its status, the hours worked to date and the estimated hours needed for completion of the Feature Request;
- Contractor shall include the Feature Request in a future version of the application for State testing and acceptance;
- Upon successful testing of the new update (and completion of any required regression testing), State will provide notice of acceptance to Contractor, and the parties will mutually agree on a scheduled date for the migration of the update to the Production environment;
- Contractor may propose a change within the scope of the Agreement by written Change Order, identifying any impact on cost, the Schedule and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the DoIT, must review and 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 within thirty (30) days of receipt of the change order;
- Change orders resulting in an increase of Price Limitation, an extension of time for Agreement completion or a significant change to the scope of the Agreement may require approval by the Governor and Executive Council;
- A change order which is accepted and executed by both parties, and if applicable approved by Governor and Executive Council, shall amend the terms of this Agreement.

7. IMPLEMENTATION SERVICES

- 7.1 The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.
- 7.2 The Contractor 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.
- 7.3 The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.
- 7.4 **Software Customization**
Contractor is responsible for providing services to maintain existing State customizations and provide new standard functionality of the upgraded system. A Software Requirements Document shall be jointly prepared by the parties and will include all existing customizations and new standard functionality to the system.

In the event a new required customization is identified prior to Final System Acceptance, Contractor shall have the right to propose an additional one-time cost for development and

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implementation of such new customization. Following Final System Acceptance, all revisions to previous customizations and/or new customizations shall be treated as Feature Requests pursuant to the process as set forth.

8. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage issues, risks, change requests, requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and reporting are essential to project success. The Contractor shall employ effective communication and reporting strategies to ensure project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Agreement.

The project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Agreement. Contractor is responsible for providing all appropriate resources and personnel to manage this project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

8.1 The Contractor Key Project Staff

8.1.1 The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all contract authorization and administration, including but not limited to processing contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all contract administrative activities. Contractor's Contract Manager is:

Byron Harrison
205-552-1734
byron.harrison@naphcare.com

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8.1.2 The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Charlie Barranco
205-536-8417
charlie.barranco@naphcare.com

Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Agreement, shall have full authority to make binding decisions under the Agreement, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within twenty-four (24) hour of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the project.

8.1.3 Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management services through a qualified interim Project Manager.

8.1.4 Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Agreement to the contrary, the State shall have the option to terminate the Agreement, as set forth in Provision 9 if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Agreement or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

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8.2 The State Key Project Staff

8.2.1 The 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:

Paula Mattis, Director of Medical and Forensic Services
603-271-5563
Paula.L.Mattis@DOC.NH.Gov

8.2.2 The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Scott Young, Project Manager
603-271-8406
Robert.S.Young@DOC.NH.Gov

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice signoffs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

9. **WORK PLAN**

The Contractor's Project Manager and the State Project Manager shall finalize the Work Plan within thirty (30) days of the effective date and further refine the tasks required to implement the project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The 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 Contractor's team members), refine the project's scope, and establish the Project's Schedule. The Work Plan must be approved by the State following the deliverable acceptance procedure set forth in Section 5.

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

In the event the Contractor requires additional time to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State, except that the schedule shall

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automatically extend on a day-to-day basis to the extent that the delay does not result from Contractor's failure to fulfill its obligations under the Agreement. 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.

10. ACCEPTANCE, SECURITY & TESTING SERVICES

Application Security

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. This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle;
- Perform a code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the Contractor and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes;
- Follow change control process and procedures relative to release of code;
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding;
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

G-2 Testing Requirements

All testing and acceptance addressed herein shall apply to testing the system. This shall include planning, test scenario development, data, and system preparation for testing, and execution of unit testing, system integration testing, conversion/migration testing, installation testing, performance, and stress testing, security review and testing, and support of the State during UAT.

G-2.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Contractor 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.

It is crucial that client training and testing activities not be abbreviated in order to meet project implementation schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Contractors must disclose in their proposals the scheduling assumptions used in regard to the client resource efforts during testing.

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State testing will commence upon the Contractor Project Manager's certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving certification from the Contractor 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 the Contractor's development environment. The Contractor 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.

G-2.2 Testing

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.

Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

<p>Unit Testing</p>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. UT is performed in either the development environment or a testing environment.</p> <p>Peer reviewed source code is launched and tested against a controlled database; a database that is itself the template for the State's production database, by the developer(s) principally responsible for the changes. If the code is determined fit for use, it remains in a development status and is handed off to the QA team where usage procedures are further vetted. Should any deficiency be discovered at any level of testing, the code is re-reviewed, re-assigned, and the cycle starts again.</p> <p>The goal is to find errors in the smallest unit of software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<p>System Integration Testing</p>	<p>a.) Validates the integration between the individual unit application components and verifies that the new system meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test (SIT) is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and</p>

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	<p>paper documents.</p> <p>c.) The State will conduct SIT, utilizing scripts developed, as identified in the test plan, to validate the functionality of the system and its interfaces. The State will also use SIT to validate modifications, fixes and other system interactions with the Contractor supplied software solution.</p>
Conversion /Migration Validation Testing	The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the software solution. As the software solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.
Installation Testing	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.
User Acceptance Testing (UAT)	<p>The UAT is a verification process performed in a copy of the production environment. The UAT verifies system functionality against predefined acceptance criteria that support the successful execution of approved business processes.</p> <p>a.) The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved test plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.</p> <p>c.) UAT will also serve as a performance and stress test of the system. It may cover any aspect of the new system, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new system meets the User Acceptance criteria as defined in the Work Plan.</p> <p>d.) Suspected defects identified during UAT are investigated within 24 business hours and classifications are determined for each individual defect. Contractor's classifications include:</p> <ul style="list-style-type: none"> • Critical – patient care affected; system inoperable • Urgent – patient care affected; all users affected by severe performance degradation • High – significant number of users affected • Normal – limited number of users affected

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	<ul style="list-style-type: none"> • Low – work around possibilities employed <p>d.) Upon successful conclusion of UAT and successful system deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Warranty Period.</p>
<p>Performance Tuning and Stress Testing</p>	<p>Contractor shall develop and document hardware and software configuration and tuning of system infrastructure as well as assist and direct the State's system Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.</p> <p>Performance Tuning and Stress Testing Scope: The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Contractor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.</p> <p>Test Types: Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests.</p> <p>Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions</p>

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or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

Tuning: Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

Implementing Performance and Stress Test: Performance and Stress test tools shall be provided by the Contractor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Contractor is familiar with open-source low/no cost tools for this purpose those tools should be identified in your response.

Scheduling Performance and Stress Testing: Contractor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

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	<p>Contractor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.</p> <p>Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.</p> <p>Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.</p> <p>Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible, so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in</p>
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	<p>the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p>Regression Testing</p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>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.</p> <p>a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</p> <p>b.) The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.</p> <p>c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:</p> <ol style="list-style-type: none"> 1. Validate that the change/update has been properly incorporated into the program; and 2. Validate that there has been no unintended change to the other portions of the program. <p>d.) The Contractor will be expected to:</p> <ol style="list-style-type: none"> 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process. <p>e.) The Contractor will be expected to execute the regression test, provide</p>

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	<p>actual testing results, and certify its completion in writing to the State prior to passing the modified software application to the users for retesting.</p> <p>In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account schedule and economic considerations.</p> <p>Contractors must acknowledge their responsibilities for regression testing as described in this section.</p>																						
<p>Security Review and Testing</p>	<p>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.</p> <p>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.</p> <table border="1" data-bbox="555 1127 1404 1847"> <thead> <tr> <th data-bbox="555 1127 836 1159">Service Component</th> <th data-bbox="836 1127 1404 1159">Defines the set of capabilities that:</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 1159 836 1251">Identification and Authentication</td> <td data-bbox="836 1159 1404 1251">Supports obtaining information about those parties attempting to log onto a system application for security purposes and the validation of users.</td> </tr> <tr> <td data-bbox="555 1251 836 1315">Access Control</td> <td data-bbox="836 1251 1404 1315">Supports the management of permissions for logging onto a computer or network.</td> </tr> <tr> <td data-bbox="555 1315 836 1347">Encryption</td> <td data-bbox="836 1315 1404 1347">Supports the encoding of data for security purposes.</td> </tr> <tr> <td data-bbox="555 1347 836 1410">Intrusion Detection</td> <td data-bbox="836 1347 1404 1410">Supports the detection of illegal entrance into a computer system.</td> </tr> <tr> <td data-bbox="555 1410 836 1474">Verification</td> <td data-bbox="836 1410 1404 1474">Supports the confirmation of authority to enter a computer system, application or network.</td> </tr> <tr> <td data-bbox="555 1474 836 1506">Digital Signature</td> <td data-bbox="836 1474 1404 1506">Guarantees the unaltered state of a file</td> </tr> <tr> <td data-bbox="555 1506 836 1602">User Management</td> <td data-bbox="836 1506 1404 1602">Supports the administration of computer, application and network accounts within an organization.</td> </tr> <tr> <td data-bbox="555 1602 836 1666">Role/Privilege Management</td> <td data-bbox="836 1602 1404 1666">Supports the granting of abilities to users or groups of users of a computer, application or network.</td> </tr> <tr> <td data-bbox="555 1666 836 1730">Audit Trail Capture and Analysis</td> <td data-bbox="836 1666 1404 1730">Supports the identification and monitoring of activities within an application or system.</td> </tr> <tr> <td data-bbox="555 1730 836 1847">Input Validation</td> <td data-bbox="836 1730 1404 1847">Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.</td> </tr> </tbody> </table>	Service Component	Defines the set of capabilities that:	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system application for security purposes and the validation of users.	Access Control	Supports the management of permissions for logging onto a computer or network.	Encryption	Supports the encoding of data for security purposes.	Intrusion Detection	Supports the detection of illegal entrance into a computer system.	Verification	Supports the confirmation of authority to enter a computer system, application or network.	Digital Signature	Guarantees the unaltered state of a file	User Management	Supports the administration of computer, application and network accounts within an organization.	Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.	Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
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	<p>Contractor 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 to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures must include third-party Penetration Tests (Pen Test) or code analysis and review.</p> <p>Prior to the system being moved into production, the Contractor shall provide results of all security testing to the DoIT for review and acceptance. All software and hardware shall be free of malicious code (malware).</p>
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11. MAINTENANCE, OPERATIONS AND SUPPORT

11.1 System Maintenance

The Contractor shall maintain and support the system in all material respects as described in the Agreement, through the Contract Completion Date. The Contractor 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.

Contractor Obligations. Subject to terms and conditions of this Agreement and provided State is not in material breach of its obligations hereunder, Contractor shall provide the following services during the term:

System Maintenance. Contractor will maintain the system which operates as a fully contained EHR designed for the corrections industry. Contractor shall provide Application Updates to all modules of the system as a part this Agreement. Without limiting the generality of the foregoing, Contractor shall provide all labor, facilities, equipment, accessories, tools and other items and do all work required for the maintenance and support of the system where the same are not expressly identified in this Agreement as being provided by State. Specifically, Contractor shall:

- Maintain the application to provide the functionality defined in the documentation.
- Maintain compliance of the application in all material respects with the warranties.
- Provide all application updates along with updated user and operational documentation. In consultation and coordination with State, install all updates in the test environment and, when State testing is completed, migrate all updates to the production environment.
- Provide “first line support” for all incorporated third-party products. Contractor will coordinate any required support and corrective action required from the third-party Contractors or suppliers that Contractor cannot directly provide. Contractor will apply all updates that the Contractor of such third-party products

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provides to Contractor. Finally, Contractor will maintain compatibility and integration of the application with the third-party products.

- Maintain compatibility and integration with any third-party outcome reporting tools, which have been implemented by State as part of the EHR Application. Should any of these packages be upgraded, State will notify Contractor in advance, so that analysis and code changes can be implemented as quickly as possible.
- Maintain comprehensive change control procedures to control software versions and releases. All changes to be implemented at State are at the discretion of the State Change Advisory Board (CAB).
- Correct any application errors which are (i) reported by State or (ii) reported by other Contractor clients, or (iii) identified by Contractor, all within a reasonable period, depending upon the severity of the error. Application error resolution is further described in Section 11.2 below.

11.2 System Support

- a. The Contractor must perform remote technical support in accordance with the Agreement, including without limitation the requirements, terms, and conditions contained herein.
- b. 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:

	Initial Acknowledgement	Response	Resolution
Class A Critical	5 Minutes	30 Minutes	24 Hours
Class B High	5 Minutes	90 Minutes	3 Days
Class C Medium	5 Minutes	5 Days	8 Days
Class D Low	5 Minutes	10 Days	20 Days

- Initial Acknowledgement – This is an automated response confirming we have received your issue. This is performed 24 hours a day, 7 days a week, 365 days a year.

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- Response – This is the time it takes for an agent from the Contractor HelpDesk to respond to the issue reported.
- Resolution – The time it will take to work and resolve your reported issue.

c. Support Escalation Process

Tier	Responsibilities
Tier 0 - Super Users (State)	<ul style="list-style-type: none"> • At each Licensed Site, State will identify a “Super User” who will be trained to have a good overall working knowledge of the Hardware Devices and the System. The Super Users will assist local Authorized Users with general Hardware Device and Application problems, and will be able to generally distinguish between hardware, operating system, network and application errors. If Tier 0 support is unable to resolve the problem, it will be referred to the Tier 1 HelpDesk.
Tier 1 - HelpDesk (State)	<ul style="list-style-type: none"> • Responsibilities include but are not limited to: • Resolving service tickets involving system access problems, passwords, system downtime and malfunctions not directly related to the application. • Provide assistance in use of the application and any related system component. • Refer unresolved problems to Contractor’s Tier 2 HelpDesk if related to Contractor’s system or services.
Tier 2 – HelpDesk (Contractor)	<ul style="list-style-type: none"> • Functioning as an escalation point for unresolved Tier 1 problems. Responsibilities include but are not limited to: • Troubleshoot hardware and network problems related to Contractor provided system or services. • Troubleshoot all database integrity and performance problems. • Routine maintenance, deployment of updates. • Resolve operational problems with Production deployment. • Coordinate problem resolution with all third-party Contractors (e.g., suppliers of third-party products, Contractors supporting interfaces applications/systems). • Refer unresolved problems to Contractor Tier 3 HelpDesk.
Tier 3 – HelpDesk (Contractor)	<ul style="list-style-type: none"> • Functioning as a final escalation point for unresolved Tier 2 problems. Responsibilities include but are not limited to: • Provide “24 X 7” support to diagnose and resolve system malfunctions. • Resolve problems with the EHR application including all core functionality, interfaces and other middleware. • Resolve problems with any third-party software which has been imbedded or integrated with the application.

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- d. Software Updates. Contractor shall provide updates to State as and when they become generally available, at no additional charge (including retrofit of all prior customizations and Feature Requests). Contractor agrees to deploy any such update, including any prior customizations and Feature Requests that are contained in the production system, into the test environment within ninety (90) days of release of the update, unless otherwise directed by State. Upon successful testing of the new update, State will provide notice of acceptance to Contractor, and the parties will mutually agree on a scheduled date for the migration of the update to the production environment.

For updates to client (workstation) application software, Contractor shall provide all updates through the secure System File Portal. Application update files will be appropriately named with version and date identifiers along with appropriate technical documentation. State will be responsible for the retrieval and execution of application updates for the workstation environments based on the files and documentation provided. State will provide written notification to Contractor when installing workstation versions of the application.

- e. Conditions for Maintenance and Support Services. Contractor's obligation to provide Maintenance and Support Services is conditioned upon (i) State's use of the application in an information technology environment meeting the requirements set forth in the documentation and (ii) State's having installed in accordance with Contractor's instructions the latest (i.e., most current) version of the application; provided, however, that Contractor shall provide Maintenance and Support Services with respect to a prior version of an application for at least three (3) months following delivery to State of an updated version of the application. Contractor shall extend support of a prior version of the application beyond three (3) months if State, through its testing, is unable to accept the updated version of the application.

11.3 Support Obligations

The Contractor shall repair or replace software and provide maintenance of the software in accordance with the specifications and terms and requirements of the Agreement.

The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.

For all maintenance services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the deficiency;
- ii. current status of the deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. deficiency resolution information;

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- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale system failures or deficiencies by collecting the following information:

- i. mean time between reported deficiencies with the software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat software problems.

If the Contractor fails to correct a deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8.

Supporting Hardware, Software and Services. State is responsible for providing and supporting software that may complement the system, but not be a part of it. Such supporting software includes, but is not limited to, the following:

- o Office Productivity Software
- o Dictation Software
- o Clinical Reference Software
- o Identity Management Services
- o 2-Factor Authentication Services
- o Operating System Patching
- o Security of Network, Infrastructure
- o Interface Contractor Services from 3rd Parties
- o Computer Workstations (Desktop, Laptops, Tablets)
- o Peripheral Printing Devices
- o Peripheral Signature Capture Devices

11.4 Contract Warranties and Representations

11.4.1 System

The Contractor warrants that any systems provided under this Agreement will operate and conform to the specifications, terms, and requirements of this Agreement.

11.4.2 Software

The Contractor warrants that any software provided as part of this agreement, including but not limited to the individual modules or functions furnished under the Agreement, is properly functioning within the system, compliant with the requirements of the Agreement, and will operate in accordance with the specifications and terms of the Agreement.

For any breach of the above software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall provide

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the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the re-performance of the deficient services, or if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant services per Provision 9.

11.4.3 Compatibility

Contractor warrants that all system components, including but not limited to the components provided, any replacement or upgraded system software components provided by Contractor to correct deficiencies or as an enhancement, shall operate with the rest of the system without loss of any functionality.

11.4.4 Services

Contractor warrants that all services to be provided under this agreement will be provided expediently, in a professional manner, in accordance with industry standards and that services will comply with performance standards, specifications, and terms of the Agreement.

12. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this Agreement and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Agreement.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Agreement for any purpose other than fulfilling the service.

12.1 Data Location

The Contractor shall provide its services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data

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shall be restricted to IT systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the Agreement, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the Agreement.

12.2 Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

12.2.1 Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.

12.2.2 Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

12.2.3 Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

12.3 Breach Responsibilities

12.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.

12.3.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

12.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within twenty-four (24) hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach the Contractor shall:

- a. cooperate with the State as reasonably requested by the State to investigate and resolve the data breach;
- b. promptly implement necessary remedial measures, if necessary; and
- c. document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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- 12.3.4 Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Agreement obligation or the third-party hosting company to encrypt personal data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
- a. the investigation and resolution of the data breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$180 per record/person) in the most recent Cost of Data Breach Analysis: Global Analysis; <https://www.isaca.org/resources/isaca-journal/issues/2023/volume-1/the-true-cost-of-a-data-breach>; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

13. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Agreement, and particularly described in Exhibit D: Software License Agreement.

14. ADMINISTRATIVE SERVICES

The Agreement shall provide the State with the Administrative Services set forth in the Agreement, and particularly described in Exhibit E: Administrative Services.

15. TRAINING & GO-LIVE

The Contractor shall provide unlimited Pre Go-Live and Go-Live Training/Support for all Authorized Users to support the management of and ongoing productive use of the system within the State's environment. Such training/support will include 7 x 24 coverage as needed. Training will be provided via the following methods and be fully defined within a Training and Go-Live Plan that is jointly created by Contractor and the State.

- Introductory Remote Training via On-line Meetings
- Pre Go-Live Onsite Classroom Training
- Go-Live Onsite Training and Support
- The Training and Go-Live Plan must be approved by State following the deliverable acceptance procedure set forth.

Contractor provides the following:

- Phase 1 – Create a sandbox for an onsite bootcamp for key stakeholders and decision makers to review new TechCare 5.0 version.
- Phase 2 – Training activities during UAT for customizations specific to the NHDOC project plan, requested changes and interfaces.
- Phase 3 – End User Training for Nursing & Clinical Support Staff; Providers, Administration/Ancillary and Information Technology.

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- Contractor will provide on-site training at each location and all shifts during Go-Live period.
- Contractor will provide customized User Manual, Video Library, Field Guide/Short Task Guide, Admin Guide.

16. GO-LIVE

Contractor is responsible for supporting Go-Live activities for use of the system within the State's Production environment. Go-Live scheduling will be defined in the Training and Go-Live Plan jointly created by Contractor and the State.

- 17.** The commitment for the completion and Go-Live of the overall EHR project shall be determined by both parties. Contractor shall not be liable for any project delay(s) unless such delay(s) is (are) due to Contractor's fault. State shall provide written confirmation to Contractor of Go-Live start date two (2) weeks in advance of agreed upon date. Should State change Go-Live date within two (2) weeks preceding start date, State shall be solely responsible for all non-refundable costs incurred by Contractor related to Go-Live activities. Such activities include but are not limited to: hotel accommodations, transportation costs, and personnel back-fill costs related to those individuals involved in the Go-Live training and implementation activities provided by Contractor. Go-Live start date shall not occur within 7 days of a national holiday.

18. READINESS

At such time as all deliverables required by the Project Plan for Go-Live are delivered to the State, and Contractor determines that the system and services are completed, installed and operational, then Contractor shall provide the State with written notice that the system is ready for Go-Live. Upon receipt of such notice, the State will perform Pre Go-Live Acceptance to verify that (i) all required deliverables have been delivered and accepted (ii) all reported material malfunctions identified during acceptance testing have been corrected or otherwise resolved and (iii) the system and services are completed, installed and operational. Upon successful completion of Pre Go-Live Acceptance, the State shall provide written confirmation to Contractor of the Go-Live start date two (2) weeks in advance of the date. The Go-Live start date shall not occur within seven (7) days of a national or State observed holiday.

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EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

EXHIBIT C - PRICE AND PAYMENT SCHEDULE

1. FIRM FIXED PRICE

This is a Firm Fixed Price (FFP) Agreement totaling \$2,948,440.00 for the period between the Effective Date through June 30, 2029. Contractor shall be responsible for performing its obligations in accordance with the Agreement. This Agreement will allow the Contractor to invoice the State for the following activities, deliverables, or milestones at a fixed pricing/rate appearing in the price and payment table below:

Table C-1

Software Name	Cost					
	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029	SFY 2030
Licensing, Maintenance & Support	\$ 375,000	\$ 375,000	\$ 380,625	\$ 380,625	\$ 386,334	\$ 386,334
Hosting	\$ 50,000	\$ 50,000	\$ 50,750	\$ 50,750	\$ 51,511	\$ 51,511
Change Requests	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
SureScripts Medication History	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Sub Total SFY	\$ 485,000	\$ 485,000	\$ 491,375	\$ 491,375	\$ 497,845	\$ 497,845
Grand Total						\$ 2,948,440

2. CONTRACT PRICE

Notwithstanding any provision in the Agreement to the contrary and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$2,948,440.00 (Total Contract Price).

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

3. INVOICING

3.1 The Contractor shall provide 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. Contractor shall only submit invoices for Services or Deliverables as permitted by the Agreement. Contractor must receive approval from the State in writing before performing tasks which fall outside of on-going maintenance and support defined in the Agreement. Examples include customization of the software system post Go-Live, that were not included within the initial Requirement Document. Contractor may invoice the State for such authorized, and approved invoices on a quarterly basis. Invoices must be in a format as determined by the State and contain detailed information, included without limitation: itemization of each deliverable and payment, date of delivery and/or installation; monthly maintenance charges; any other project costs or retention amounts if applicable.

3.2 Invoices shall be sent to the NH Department of Corrections, Information Technology, P.O. Box 1806, Concord, NH 03302, for approval. The "Bill To" address on the invoice shall be NH Department of Corrections, Information Technology, P.O. Box 1806, Concord, NH 03302.

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3.3 STATE ACCOUNT FUNDING SOURCE

NAPHCARE INC								
Account	Job #	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
010-03-03-030010-7646-038-509038	03460018	\$ 375,000	\$ 375,000	\$ 380,625	\$ 380,625	\$ 386,334	\$ 386,334	\$2,283,918
010-03-03-030010-7646-038-500175	03460018	\$ 110,000	\$ 110,000	\$ 110,750	\$ 110,750	\$ 111,511	\$ 111,511	\$ 664,522
Total Amount Per Fiscal Year		\$485,000	\$485,000	\$491,375	\$491,375	\$497,845	\$497,845	\$2,948,440
Total Contract Amount								\$ 2,948,440

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EXHIBIT D – BUSINESS ASSOCIATE AGREEMENT

NH DEPARTMENT OF CORRECTIONS
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. 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. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "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.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(2) Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:

- (i) for the proper management and administration of the Business Associate;
- (ii) as required by law, pursuant to the terms set forth in paragraph d. below; or
- (iii) for data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be

receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

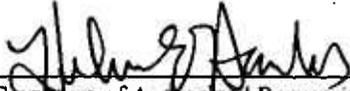
d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy and Security Rule.

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

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

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

State of NH-Department of Corrections
State of New Hampshire Agency Name

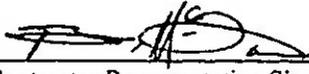

Signature of Authorized Representative

Helen E. Hanks
Authorized DOC Representative Name

Commissioner
Authorized DOC Representative Title

5/14/2024
Date

NaphCare, Inc.
Contractor Name


Contractor Representative Signature

Bradford T. McLane
Authorized Contractor Representative Name

Chief Executive Officer
Authorized Contractor Representative Title

May 10, 2024
Date

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT E – SOFTWARE LICENSE AGREEMENT

EXHIBIT E – SOFTWARE LICENSE AGREEMENT

The terms outlined in the Software License Agreement are set forth below:

1. License Grant. *For Subscription and for SaaS (Case 3)*

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the software solely for the State's internal business operations subject to the terms of the Agreement and up to the number of licenses documented in the Agreement.

The Parties acknowledge that this Agreement is a services agreement and Contractor will not be delivering copies of the software to customer as part of the Agreement.

2. Software Title. Title, right, and interest (including all ownership and intellectual property rights) in the software provided under this agreement, and its associated documentation, shall remain with the Contractor.

3. Software and Documentation Copies. Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) of the software's associated documentation. The State shall have the right to copy the software and its associated documentation within its possession for its internal business needs. To the extent that the State does not have possession of the software, Contractor shall provide a copy of the software and associated documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. Restrictions. Except as otherwise permitted under the Agreement, the State agrees not to:

- a. Remove or modify any program markings or any notice of Contractor'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. Viruses. Contractor shall provide software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the software in accordance with the specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the software for viruses.

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT E – SOFTWARE LICENSE AGREEMENT

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all services, equipment, and software, including any and all component parts thereof such as third-party software or programs that may be embedded in the software (Contracted Resources) provided under this Agreement, 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 Agreement. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies Contractor in writing, not later than thirty (30) days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor 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 Contractor believes or it is determined that any of the contracted resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Agreement.

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the Agreement. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT F – ADMINISTRATIVE SERVICES**

EXHIBIT F – ADMINISTRATIVE SERVICES

1. 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 Agreement.

The Parties shall use reasonable provisions 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:

Table F-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Support Manager	Director of Medical & Forensic Services	5 Days
First	Project Manager	Project Manager	10 Days
Second	Director of Software Implementation	IT Manager, DoIT Administration	10 Days
Third	CIO	Commissioner of Corrections	15 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.

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services.

3. RECORD RETENTION

Contractor and its sub-contractors shall maintain all project records including but not limited to 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 Agreement and its sub-contractors shall retain all such records for

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT F – ADMINISTRATIVE SERVICES

three (3) years following termination of the contract, including any extensions. Records relating to any litigation matters regarding the contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided 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. Contractor shall include the record retention and review requirements of this section in any of its sub-contracts.

4. ACCOUNTING

Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Agreement shall be ascertainable from the accounting system.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third-party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1 Computer Use

Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

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 Contractor access or attempt to access any information without having the express authority to do so.

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

STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT F – ADMINISTRATIVE SERVICES

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 Contractor 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 Contractor's personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

If the Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request).

6.1.2 Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. E-mail is defined as "internal e-mail systems" or "State-funded email systems." Contractor understands and agrees that use of e-mail shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3 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 (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

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.

**STATE OF NEW HAMPSHIRE
NH DEPARTMENT OF CORRECTIONS
DoIT #2024-114 – ELECTRONIC HEALTH RECORD SYSTEM
EXHIBIT G – VENDOR PROPOSAL**

EXHIBIT G – VENDOR PROPOSAL

New Hampshire
Department of Corrections
TechCare EHR v5.0 Quotation

Date: March 15, 2024



TechCare EHR v5.0

As the first corrections-specific EHR on the market over 20 years ago, NaphCare has continued to invest and advance our TechCare EHR product. Initially launched in Q3 2022, our **completely web-based v5 product is used at multiple facilities nationwide, including the Arizona Department of Corrections (10 facilities, 30,000 ADP, 1,800 users)**. With TechCare v5.0, the interface received a refresh, enhancing use and access on mobile devices while ensuring all critical aspects of offender care remain front and center with a familiar look and feel.

Our new user interface and platform enable notable improvements to many modules of TechCare including a wealth of functionality expansions as outlined below.



Secure, Cloud Hosted, Web-Based Solution - TechCare v5.0 is entirely web-based, allowing access from any compatible device with Internet, including desktop computers, laptops, tablets, or mobile phones. With security in mind, TechCare v5.0 supports the use of **two-factor authentication and works with SSO Providers/Active Directory** to authenticate authorized users. In addition, NaphCare successfully completed our SOC II, Type II Audit in parallel with the release of this new version further ensuring our commitment to a reliable, secure experience.



Fully ONC Certified – With this version, TechCare has achieved the latest Health IT certification (Cures Act) by the Office of the National Coordinator for Health Information Technology (ONC-HIT). This certification ensures seamless upgrades, proven integration and compatibility, and a high level of performance, security, and speed. Additionally, TechCare follows the **HL7 FHIR standard** for interoperability, allowing **increased communication and efficiency between TechCare and other systems such as HIEs, hospitals, etc.**



v5 for New Hampshire Department of Corrections

With a successful partnership spanning 8 years, NaphCare is proposing TechCare v5.0 for NHDOC to meet specific needs surrounding interoperability, application accessibility, security, and Waiver 1115 Program Requirements. The following pages and supplementary attachment provide requested information for this potential project.

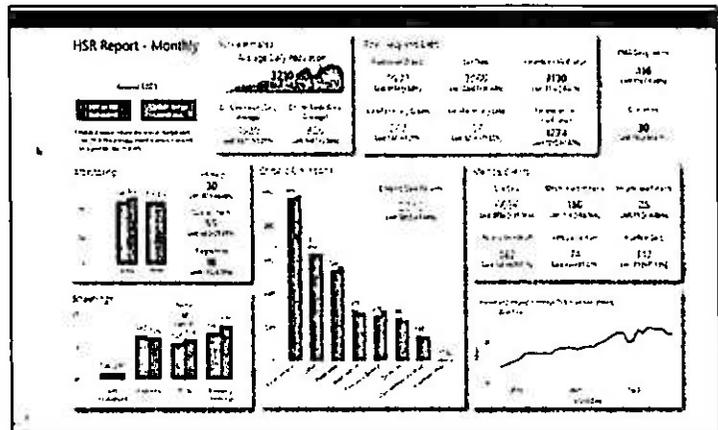
New Functionality

TechCare v5.0 offers a wealth of new functionality across the user experience and back end integrations and access to data. We have highlighted several of these items here.

New Power BI Business Analytic Dashboards

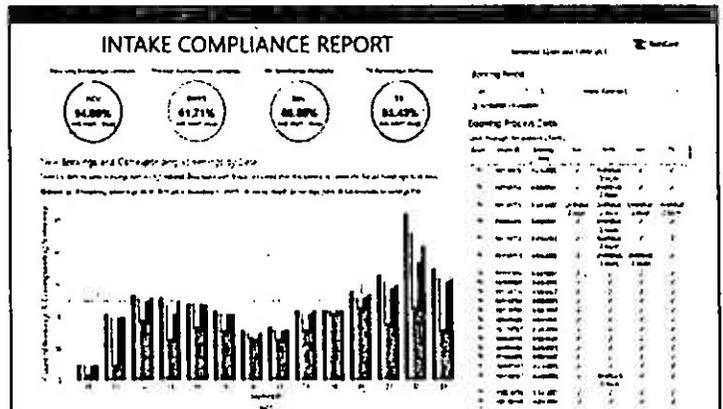
TechCare v5 natively includes Power BI dashboards like those highlighted below. NaphCare's **dedicated BI and AI reporting teams** actively create dashboards that are both scalable across our partnerships, but also specific to each County based on provided requirements. Further, we welcome the opportunity to **work with our BI expert counterparts within the County to jointly develop and deploy meaningful dashboards**. Finally, we continue to support data warehouse contributions.

Health Services at-a-glance - Provides statistical information about the patient population for the current month and the previous month. The previous month will be displayed in gray on charts where the comparative statistics are displayed.



Real-Time Compliance Reporting

Displays information on the number of completed receiving screenings, physical assessments, mental health screenings, and TB screenings during a given day in relation to the number of intakes within the specific time frame, as well as the average wait time for each. The report also includes a booking process detail showing which patients are current for screenings and which are overdue for specific screenings.

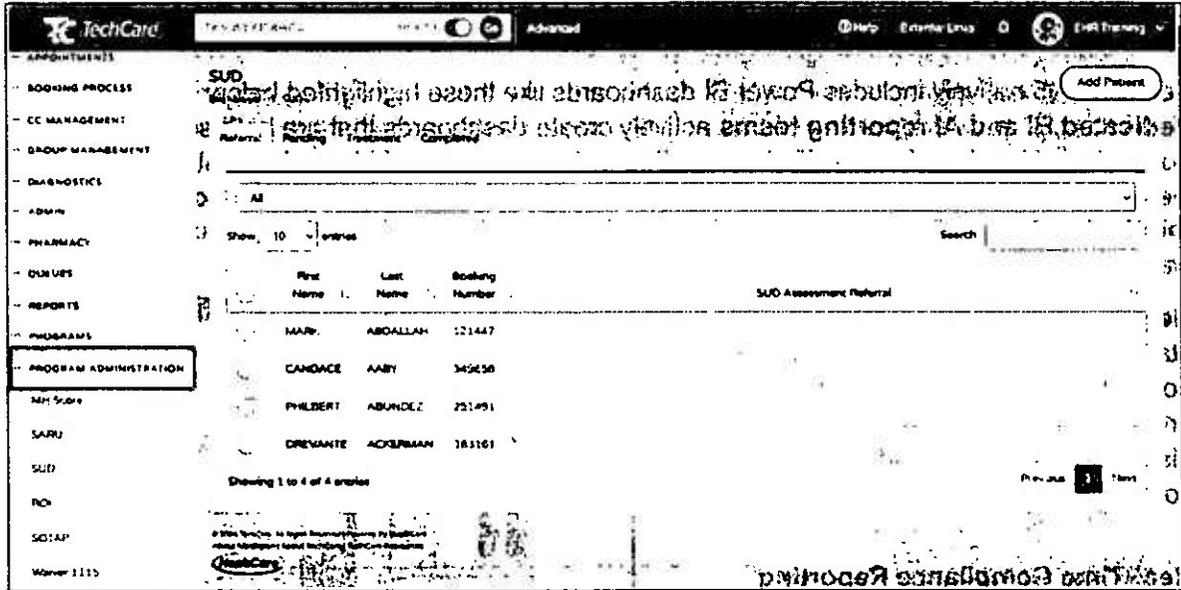


Improved Ad-Hoc Reporting Tools

TechCare v5.0 includes improved ad-hoc reporting capabilities, allowing the administration to build and customize reports based on desired information. Reports are created with scheduling, billing, or clinical information combinations by selecting data from any field of information stored within the system. Using the reworked Advanced Search tool, staff are able to "drill down" from electronic reports to view the actual data used to compile the reports, including specifics such as dates, housing locations, inmate status, etc.

Special Programs Dashboard

TechCare v5 includes a new module called Programs Dashboards. This module is easily tailored to track robust workflows specific to your facility allowing a variety of programs to be administered as shown below.



The screenshot displays the TechCare interface for the Special Programs Dashboard. The left sidebar contains a navigation menu with the following items: APPOINTMENTS, BOOKING PROCESS, CC MANAGEMENT, GROUP MANAGEMENT, DIAGNOSTICS, ADMIN, PHARMACY, DUES, REPORTS, PROGRAMS, PROGRAM ADMINISTRATION (highlighted), MH Score, SARU, SUD, ROI, and SOTAP. The main content area is titled 'SUD' and includes an 'Add Patient' button. Below this is a search bar and a table of patients. The table has columns for 'First Name', 'Last Name', and 'Booking Number'. The data rows are:

First Name	Last Name	Booking Number
MARI	ABDALLAH	121447
CANDACE	AARY	342638
PHILBERT	ABUNDEZ	251491
DREMANTE	ACKERMAN	181161

Below the table, it indicates 'Showing 1 to 4 of 4 entries'. At the bottom of the page, there is a footer with the TechCare logo and copyright information.

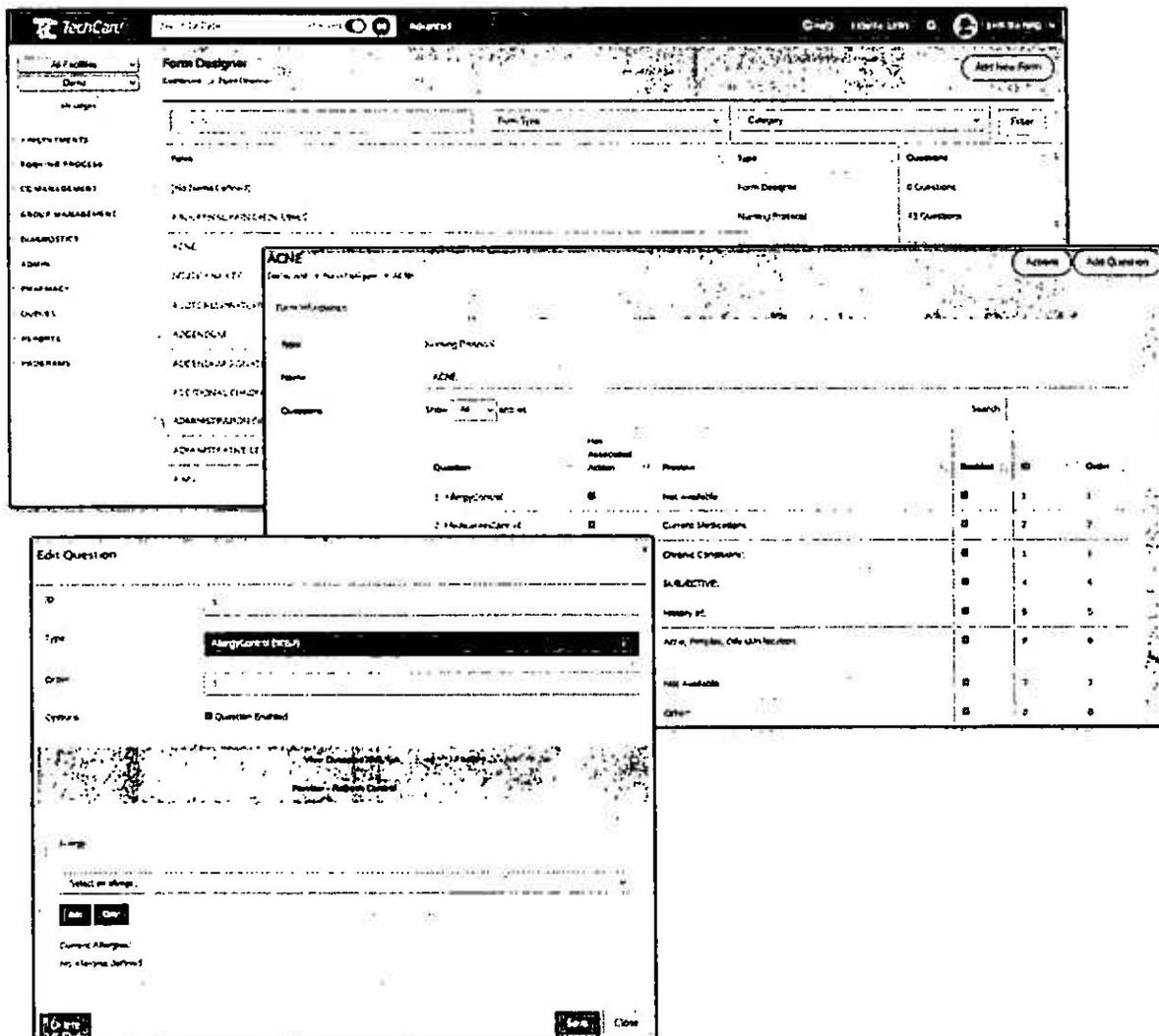
- **Waiver 1115** – Allows the facility to track patient's eligibility for NH Medicaid from self-attestation for eligibility, records review, and final determination.
- **Enhanced Care Management** – Allows the facility to track a patient's treatment progress and movement through the various classifications and the ultimate handoff to ECM community Providers
- **SARU** – Allows the facility to add patients to the substance abuse recovery unit program and track treat progress.
- **SUD** – Allows the facility to add patients to substance use disorder program and track treatment progress through the program.
- **ROI** – Allows the facility to track release of information requests from initial receipt through successful completion.
- **SOTAP** – Allows the facility to track patients admitted to the Sex Offender Treatment and Assessment Program (SOTAP) and their treatment progress within the program.

This new module can be configured by customer administrator users to adjust workflows in real time and includes reporting and export capabilities.

Upgraded Administration Tools

With the update to TechCare v5.0, we have also provided several exciting upgrades to the system's administrative tools. These tools reduce the need to contact NaphCare for "configuration changes" that can be easily completed by your administration team. These include the following:

- Custom Form Builder** - TechCare's flexibility allows customer forms, templates, and protocols to be easily incorporated into the system. With v5, users have the ability to create their own templates/forms as needed without the need to request support. Using our Form Builder tool, administrative users can also add or modify existing forms as needed. We also offer QA services on forms updated by our customers to ensure they properly account for entered data so it can be stored and reported on appropriately.



The screenshot displays the TechCare Form Designer interface. The main window shows a form titled "ACNE" with a "Form Type" of "Form Designer" and "Category" of "Nursing Protocol". A table lists questions associated with the form:

Question	Has Associated Action	Position	Number	ID	Order
1 - Allergy Control	Y	Not available	1	1	1
2 - Medication Control	Y	Current Medications	2	2	2
3 - Subjective	Y	Subjective	3	3	3
4 - History of	Y	History of	4	4	4
5 - Allergy, History, and Allergy Section	Y	Allergy, History, and Allergy Section	5	5	5
6 - Not Available	Y	Not Available	6	6	6
7 - Other	Y	Other	7	7	7

An "Edit Question" dialog box is open, showing the configuration for question "1 - Allergy Control (tbody)". The dialog includes fields for ID, Type, and Order, and a "Question Enabled" checkbox. Below the dialog, there are instructions for adding questions and a "Save" button.

New Integrations with TechCare v5.0

TechCare v5.0 includes exciting new integrations that will benefit NHDOC. These integrations are optional and include the following:

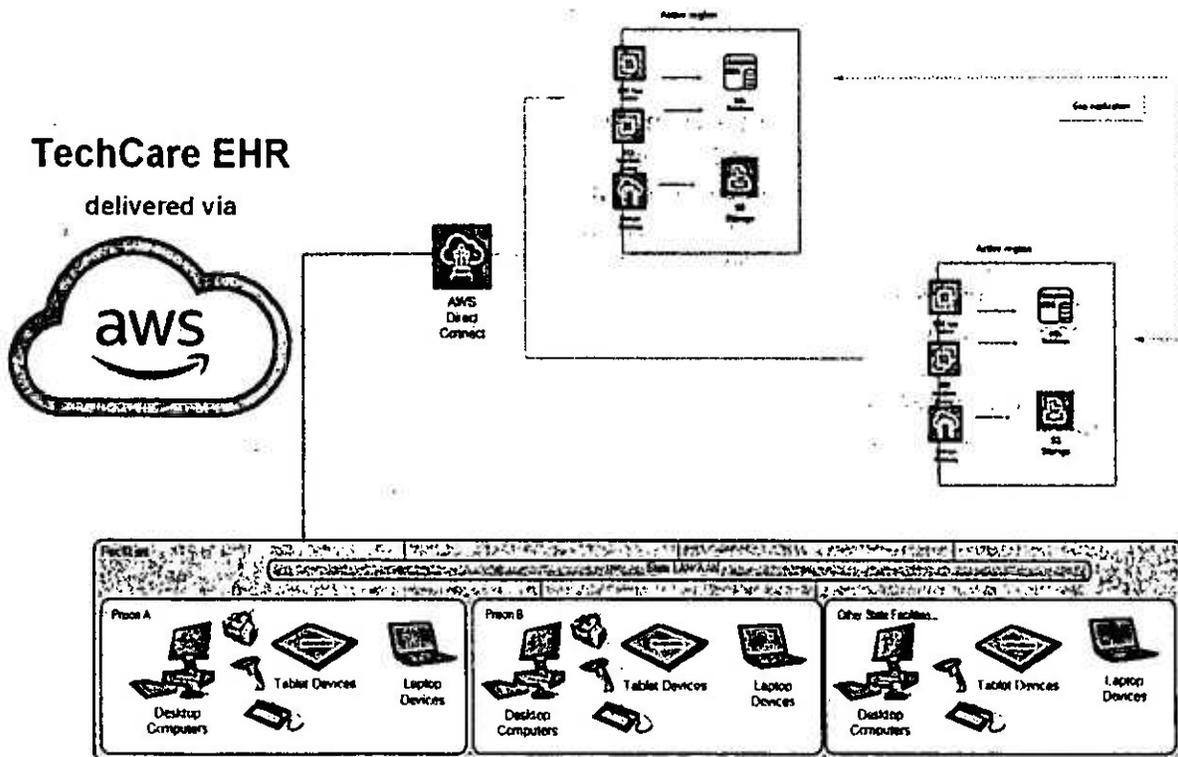
- **Direct Secure Messaging - (Optional)** Direct Secure Messaging (DSM) is a robust and encrypted communication protocol designed to facilitate the secure exchange of electronic health information among healthcare professionals and organizations. With the growing emphasis on patient data privacy and security, DSM serves as a critical tool to ensure that sensitive medical information is transmitted safely and confidentially. Direct Secure Messaging addresses the critical need for secure communication in the healthcare industry by combining encryption, authentication, and interoperability. By leveraging these technologies, healthcare professionals can collaborate, share patient information, and make informed decisions while maintaining the highest levels of data security and privacy.
- **Electronic Prescription of Controlled Substances (EPCS) - (Optional)** allows enrolled providers to issue controlled substance prescriptions electronically vs. hard copy/wet signed prescriptions that pharmacies typically require. To reduce the difficulty and time associated with prescribing controlled substances, TechCare has implemented EPCS using 2- factor authentication. In addition to the standard login process, providers are prompted to verify their identity prior to secure transmission to the pharmacy system or vendor.
- **Electronic Prescriptions (eRX) - (Optional)** allows enrolled providers to issue electronic prescriptions directly from TechCare, to retail pharmacies across the SureScripts network.
- **TechCare Patient Portal** - TechCare has a built-in Patient Portal tool that is fueled by the Release Summary. It can also be automated to keep an up-to-date record available to patients while still in custody. Existing devices or newly deployed secure tablets can be used to access the Patient Portal, allowing patients the ability to securely submit health requests, view previous health information, and receive medical education material related to their conditions electronically. This functionality will directly and positively impact the patients in playing an active role in their healthcare, and also the overall efficiency of the healthcare operation at the County. The portal also provides necessary communications related to NH Medicaid application status and gathering of additional information.



Hosting with NaphCare

NaphCare offers Public Cloud hosting for TechCare v5.0 through Amazon Web Services (AWS). As a part of the included services defined within our proposal, NaphCare will deploy the County's version of TechCare into its own AWS container to meet or exceed all performance, service level, and security requirements.

- NaphCare provides the TechCare EHR System through Government Cloud solutions from Amazon Web Services.
- NaphCare utilizes AWS's Government Cloud locations based on geographic proximity.
- Encrypted, Secure Communication via Internet.
- FedRAMP Certified along with NaphCare's deployment and implementation of all security policies detailed below.
- Meets or exceeds all agreed SLAs with 1 second or less average for 98% of transactions.
- Fully redundant, active-active deployment across geographically separated locations within 2-minute RPO.
- Point-in-time, geographically separate storage of data. 15-minute RPO, 30-minute RTO.
- Managed by NaphCare in conjunction with a cloud service provider, no downtime is necessary for updates.



Database Information

While TechCare v5 utilizes the same database platform as v4.5, as a part of the migration process we recommend upgrading to the latest SQL server version. That said, we want to maintain compatibility with the offline laptop SQL express version. Please see details below and note that we will deploy an appropriate version to alleviate this concern.

SQL Versions Supported

Publisher	Distributor	Subscriber
SQL Server 2022	SQL Server 2022	SQL Server 2022 SQL Server 2019 SQL Server 2017 SQL Server 2016 SQL Server 2014 SQL Server 2012 SQL Server 2008 R2 SQL Server 2008
SQL Server 2019	SQL Server 2022 SQL Server 2019	SQL Server 2019 SQL Server 2017 SQL Server 2016 SQL Server 2014 SQL Server 2012 SQL Server 2008 R2 SQL Server 2008
SQL Server 2017	SQL Server 2022 SQL Server 2019 SQL Server 2017	SQL Server 2017 SQL Server 2016 SQL Server 2014 SQL Server 2012 SQL Server 2008 R2 SQL Server 2008
SQL Server 2016	SQL Server 2022 SQL Server 2019 SQL Server 2017 SQL Server 2016	SQL Server 2016 SQL Server 2014 SQL Server 2012 SQL Server 2008 R2 SQL Server 2008
SQL Server 2014	SQL Server 2022 SQL Server 2019 SQL Server 2017 SQL Server 2016 SQL Server 2014	SQL Server 2014 SQL Server 2012 SQL Server 2008 R2 SQL Server 2008
SQL Server 2012	SQL Server 2022 SQL Server 2019 SQL Server 2017 SQL Server 2016 SQL Server 2014 SQL Server 2012	SQL Server 2012 SQL Server 2008 R2 SQL Server 2008

Moving to TechCare v5.0

The upgrade path to v5.0 is extremely efficient. The upgrade process maintains the following characteristics:

- No Data Migration Necessary
- No re-development of interfaces
- No re-creation of documentation forms
- Concise and focused Training necessary to end-user staff

The v5.0 application can be used in tandem with the v4.5 application allowing for phased rollouts and controlled risk. The focus of the v5.0 upgrade is the customization of any unique screens/workflows currently maintained within v4.5 of the application and the subsequent training.

Scope of Work – The scope for this upgrade is focused on the below areas. Specifically, UI customization previously made for NHDOC and Training.

- **Requirements Gathering & Software Customization** – NaphCare staff will analyze and review all UI customization to the State Specific version of TechCare in use today. We will then develop the requirements necessary for changes to the v5 application. Note that many customizations in v4.5 are handled by newly developed modules/tools in v5 further simplifying the need to “customize” the application.
- **Integrations** – Existing integrations are maintained, but will be thoroughly tested within the new v5 UI. New integrations as outlined above will be developed and deployed as a part of included services.
- **Acceptance Testing and QA** – NaphCare QA staff will review all customizations made to v5 and thoroughly test via manual and automated routines. We have automated tested for all key areas of the application. UAT testing is completed as a part of our on-site training, where we guide your super users through the application end to end as a final check prior to go live.
- **Data Migration** – No data migration is necessary.
- **Hosting Services** – As indicated above, NaphCare deploys an AWS tenant for NHDOC within AWS and completely manages the implementation and ongoing maintenance at a fixed cost without resource limitations.
- **Training and GoLive** - With the proposed v5.0 much of the interface received a refresh, enhancing use and access while ensuring all critical aspects of offender care are front and center.

- Providers have the most specific module training as they are using areas of the application that are highly restrictive. In these sessions, we focus on scenarios and the users demonstrate processes they have just learned, ensuring retention.
- Administration/Ancillary roles have specific tasks as well and are offered user-specific training for their job, giving everyone an ample amount of time to prepare for Go-Live. This includes items like discharge summaries, off-site scheduling, etc.
- Information Technology roles have training focused on the back-end infrastructure, data structures, reporting, users' administration, etc., and is peer-to-peer, led by NaphCare's technical staff.

At this point in the project, **training activities shift solely to on-site presence**. Beginning three weeks prior to Go-Live, our Super User and End User Training processes begin. These sessions involve classroom-style, instructor led classes. Training curriculum is established based on the experience level and job responsibilities of the intended users attending each session (whether IT personnel, MDs, directors, project managers, shift supervisors, pharmacy staff, charge nurses, etc.).

Go-Live can be the most stressful part of an implementation due to transition anxiety related to changing the way in which staff members do their jobs. To mitigate some stress, during Go-Live, **NaphCare clinical staff members are on-site at each location**. All shifts are covered during Go-Live for staff support needs.

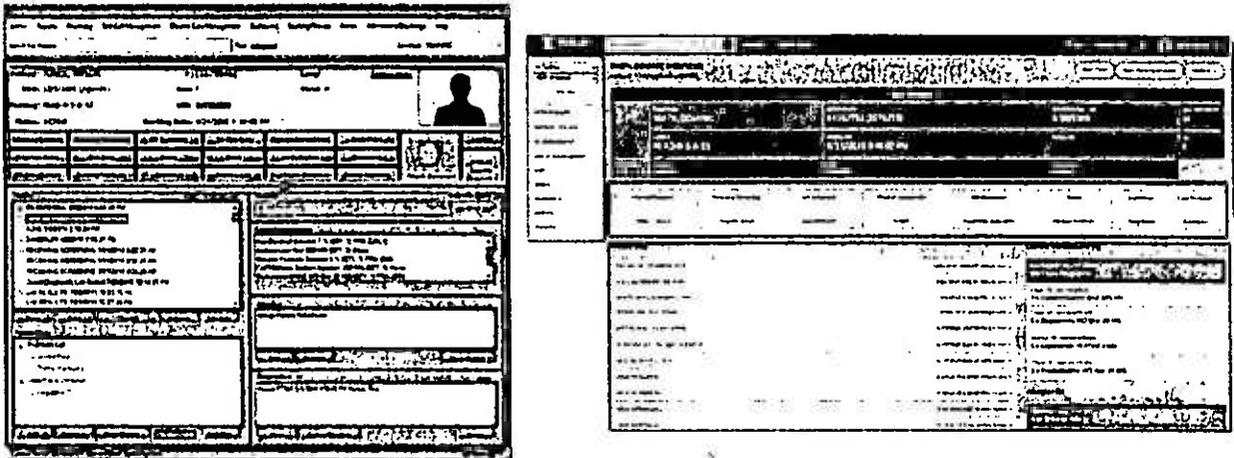
NaphCare's training support doesn't end when Go-Live is complete and things are running smoothly. We continue to offer training support beyond Go-Live, both remote and on-site, without additional cost. We have found that **the first opportunity in which additional training is beneficial is approximately 90 days post Go-Live and typically schedule onsite training sessions as refreshers**. The additional training sessions prove to reinforce the proper usage of all TechCare modules and often reduces the volume of calls/emails to support staff.

Training materials - NaphCare provides several training documentation resources including:

- **Customized User Manual:** A process driven, customized user manual covering all aspects of system workflows and processes within TechCare. As a part of our on-site, peer-to-peer training, we show staff how to efficiently navigate the manual to find the information they need quickly and efficiently. All manuals are accessible online and are continually revised as a part of ongoing maintenance.
- **Video Library:** All sessions of training are recorded and provided to NHDOC in an online format for on-demand access or to load into the **State's Learning Management System**.
- **Field Guides/Short Task Guides** – A unique guide per role (Nurse, Doctor, etc.), these guides are simplified references for on-the-job help.
- **Admin Guides** – Designed for Technical IT staff supporting the application, these documents outline infrastructure, database, interface, and application administration

Project Timeline – NaphCare's proven process for moving from v4.5 to v5 is estimated to be **between 8-9 months**. This is a conservative estimate and we can adapt our project timeline to best fit the needs of NHDOC.

To demonstrate the efficiencies of a user being well versed in v4.5, moving to v5, please see the following comparison of UIs and how they are similar by design.



Note that the screenshots have three areas with color outlines. These outlines are for descriptive purpose only and do not display on the actual Main Screen.

- Yellow (Top) – Header Menus/Tools providing access to patient population management activities (e.g., Sick Call, Chronic Care, Dashboards, Reports, etc.), including patient search.
- Red (Middle) – Demographics/Quick Actions providing access to the selected patient “ribbon” for positive ID and the most common actions to complete on a patient
- Green (Bottom) – Selected Patient Summary with access to a complete overview of all healthcare activities (e.g., History, Medications, Diagnostics, Problem List/Flags, etc.)

Training Approach - NaphCare has a unique approach to training end-users on the TechCare EHR system that no other EHR vendor can accomplish. Rather than assigning software developers or outsourcing technical contractors to train on “software,” **we send experienced, NaphCare clinical staff on-site to train colleague-to-colleague on correctional EHR usage.** There is no disconnect between the technical and clinical aspects of the system as this peer-to-peer approach using RNs, LPNs, and MDs better equips staff for their primary job of caring for patients while using an EHR to be more efficient. Ultimately, staff members become more comfortable with the system faster and understand its correct usage as it relates to their unique job. NaphCare provides the following:

- Phase 1 – Create a sandbox for an onsite bootcamp for key stakeholders and decision makers to review new TechCare 5.0 version.
- Phase 2 - While an unconventional approach, we have found an extremely high return on time investment with conducting training activities during User Acceptance Testing (UAT). At this point in the project plan, NaphCare is well underway with customizations for the NHDOC specific build and is consistently updating the sandbox environment with the requested changes, interfaces, etc.
- Phase 3 – End User Training - NaphCare provides a role-based training approach that allows us to group users that will have similar questions and needs together so everyone involved gets the most out of the training sessions.
 - Nursing and Clinical Support staff makes up the largest group of trainees and will have the most offered classes covering very specific portions of TechCare, including Booking Process, Medication Administration, Nurse’s Queue and Nursing Protocols.

Active Project Considerations– Here we discuss other important considerations regarding NHDOC's TechCare renewal and update to TechCare v5.0:

- **NHDOC Specific Customizations Completed**
 - Holiday Lamaan Decree workflows and reporting
 - State's secure psychiatric unit workflows
 - Medication Assisted Treatment program workflows
 - Pharmacy Workflows
 - Filehold Document Management Integration
 - Dashboards/Reporting Custom to NHDOC Needs
- **Highly Integrated**
 - Multiple bi-directional interfaces with State Department systems
 - Fully integrated "One Record" EHR including Behavioral Health Systems
- **Waiver 1115 Implementation and Support**
 - TechCare is at the forefront of this implementation
 - Captures pertinent information related to billable services under NH Medicaid's Implementation
 - Captures pertinent information related to enrollment in NH Medicaid
 - Able to produce 837 Files/Super Bills
 - Able to manage/provide full billing services as requested
- **State DOC Presence** – TechCare is the EHR in use at several State DOC agencies including:
 - Arizona Department of Corrections, Rehabilitation and Reentry
 - Montana Department of Corrections
 - Alaska Department of Corrections
 - Alaska Department of Juvenile Justice
 - Virginia Department of Corrections
 - New Mexico Department of Corrections

V5 Cost Projection

On the following page, we have provided a quote for TechCare v5 and accompanying services as discussed above. **We do not have complex license structures** that overcomplicate comparative analysis and prevent structured budgeting from occurring throughout the life of the contract.

License/Maintenance/Support - TechCare operates under a single license, providing a complete, tailored EHR software solution with no limits on functionality, users or services as outlined. This license includes:

- Unlimited Users (clinical, administrative, technical, etc.)
- Unlimited Third-Party Users (contractors, suppliers, etc.)
- Unlimited Providers (any level, any specialty)
- Unlimited ADP/Patients/Charts/Facilities
- Unlimited Software Instances (local install, web, virtual, remote, etc.)

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State of New Hampshire
 Department of Corrections
 Attn: Loretta Razin
 64 South St
 PO Box 1806
 Concord, NH 03301

Quote Name	TechCare EHR Annual Support & Maintenance
Quote Date	3/15/2024
Customer	New Hampshire Department of Corrections

NaphCare and the New Hampshire Department of Corrections currently maintain a Contract for EHR services (contract number 2014-51). That contract has been renewed through June 30, 2024.

This proposal includes continued service and support of TechCare within New Hampshire DOC's adult facilities.

Qty	Product/Service	2025 (annual recurring)	2026 (annual recurring)	2027 (annual recurring)	2028 (annual recurring)	2029 (annual recurring)	2030 (annual recurring)
1	TechCare Ongoing Support & Maintenance	\$375,000	\$375,000	\$380,625	\$380,625	\$386,334	\$386,334
1	Hosting Services	\$50,000	\$50,000	\$50,750	\$50,750	\$51,511	\$51,511
1	SureScripts Medication History	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
	Total Required Services:	\$435,000	\$435,000	\$441,375	\$441,375	\$447,846	\$447,846
1	<u>OPTIONAL</u> : EPCS	\$1,750/ provider	\$1,750/ provider	\$1,750/ provider	\$1,750/ Provider	\$1,750/ provider	\$1,750/ provider
1	<u>OPTIONAL</u> : eRX Functionality	\$0	\$0	\$0	\$0	\$0	\$0
1	<u>OPTIONAL</u> : Direct Secure Messaging	\$0	\$0	\$0	\$0	\$0	\$0

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NAPHCARE, INC. is a Alabama Profit Corporation registered to transact business in New Hampshire on July 14, 2014. 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: 711548

Certificate Number: 0006686457



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation or LLC- Non-specific, open-ended)

Corporate Resolution

I, Connie Young hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
NaphCare, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)
vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 24, 2024
(Month) (Day) (Year)
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Bradford T. McLane Chief Executive Officer (may list more than
(Name) (Title)

one person) is duly authorized to enter in contracts or agreement on behalf of
NaphCare, Inc. with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all
such limitations are expressly stated herein.

DATED: May 14, 2024

ATTEST: Connie Young
(Name and Title)
Connie Young, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2024

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

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

PRODUCER VIG, LLC, The Vestavia Group 2090 Columbiana Road Ste. 2000 Birmingham AL 35216	CONTACT NAME: Hunter Williams PHONE (A/C No. Ext): 205-266-7304 E-MAIL ADDRESS: hunter.williams@vestaviagroup.com FAX (A/C No): 205-244-8072
	INSURER(S) AFFORDING COVERAGE
INSURED NaphCare, Inc. 2090 COLUMBIANA RD. Ste. 4000 Birmingham AL 35216	INSURER A: Ironshore Insurance Company "A" XV NAIC # 25445
	INSURER B: The Travelers Insurance Company "A++" XV NAIC # 25615
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

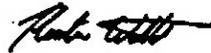
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Retro Date: 12/31/2018 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	HC7BAB5A62004	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 11,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE	XXXXXX	XXXXXX	COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE	XXXXXX	XXXXXX	EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ 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	UB-1P248768-22-51-K UB-1P250924-22-51-R	9/30/2023	9/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The State of NH, NH Department of Corrections is included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Attn: NH Department of Corrections PO Box 1806 Concord, NH 03302	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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**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Bradford T. McLane



May 10, 2024

Printed Name/Signature of Contractor Representative

Date

NaphCare, Inc. Chief Executive Officer

Organization and Title of Contractor Representative

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

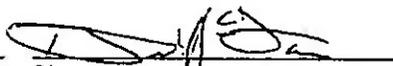
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit.
- i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:
 - (1) knives and knife-like weapons, clubs and club-like weapons,
 - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (4) pornography or pictures of visitors or prospective visitors undressed,
 - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Bradford T. McLane
Name


Signature

May 10, 2024
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Bradford T. McLane
Name


Signature

5/10/2024
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Bradford T. McLane
Name


Signature

5/10/2024
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 888-908-6609
TDD ACCESS: 1-800-735-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

LISA M. STONE
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

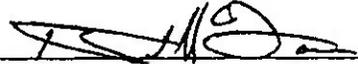
The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Bradford T. McLane Date: May 10, 2024
(Name of Contract Signatory)

Signature: 
(Signature of Contract Signatory)



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III
CONTRACTORS & NH STATE EMPLOYEES¹**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a zero - tolerance policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Bradford T. McLane Date: May 10, 2024

Signature:  Company/Organization: NaphCare, Inc.

¹ All Departments Other than NH Department of Corrections employees