

143 MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 12, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** contract with Axsium Group Ltd. (Axsium) (VC#311591), Toronto, ON, Canada in an amount up to and not to exceed \$2,998,099.73 for independent verification and validation (IV&V) oversight of the Infor consulting migration of the Workforce Management (WFM) platform for the Department of Safety (DOS) and Department of Corrections (DOC) from our current on-premise NH FIRST enterprise resource planning (ERP) system to the Infor CloudSuite environment and for WFM implementation services to standardize WFM time and attendance and scheduling across the remainder of state agencies, effective upon Governor and Executive Council approval through January 31, 2025 with the option to extend for up to two additional years. **100% Capital Funds**

Funding is available in account 01-14-14-142030-92760000 - L21:1IC1-NH FIRST Migr Cld Env.

	<u>FY23</u>
034-500099 Major IT Systems	\$2,998,099.73

EXPLANATION

This proposed contract with Axsium is **Sole Source** because of the critical importance of engaging with a firm that has a proven track record of successful WFM implementations such as the on-premise engagements with DOS, completed on August 12, 2022, and DOC, completed on March 26, 2021. The WFM product provides automated and system-based tools to agencies to manage complex staff scheduling and staff timecard completion and approval. Axsium served as implementor and advocate in the state's highly successful implementation and deployment of the Infor WFM solution at the DOC and DOS, two of our State's more complex agencies because of the 24/7 nature of their operations and specialized collective bargaining agreement terms. In addition to leading the project, Axsium provided highly-skilled and tenured consulting resources and proven methodologies, as well as tools and templates that were instrumental in ensuring the state achieved its business objectives and successfully configured the Infor WFM system to support agency business processes. Axsium's resources were paramount in minimizing the risk and disruption associated with the introduction of this new timekeeping and scheduling solution.

Under this contract, Axsium, will perform independent verification and validation (IV&V) oversight of the INFOR WFM migration for these two departments from the on-premise system to CloudSuite to ensure that the WFM migration is done efficiently and within budget. In addition, this contract will capitalize on Axsium's WFM knowledge and expertise and will require Axsium to serve as the WFM implementer for all remaining state agencies.

The State's NH FIRST ERP system was implemented on its own onsite servers in the beginning of 2006 to replace multiple systems that supported the administrative functions of budgeting, general ledger, procurement, accounts payable, accounts receivable, grants accounting, and treasury. Phase 2 of the ERP system development began in 2011 and included personnel administration, human resources and recruiting functions, employee benefits, employee time and leave, and payroll. Over the years, DAS has worked with agencies to improve aspects of NH FIRST including the incorporation of new functionality such as the WFM platform.

Inevitably, technology has advanced and the continued maintenance of NH FIRST as an on-premise server environment has proven to be too costly and cumbersome to continue upgrading. Accordingly, in the coming months, DAS will seek Governor and Executive Council approval of a contract with Infor to migrate the State's ERP from an on-premise system to the Infor CloudSuite, where system management will be hosted offsite and updates will be managed by the vendor as Software-as-a Service (SaaS). Shortly thereafter DAS will also bring forward a separate contract with an IV&V vendor to oversee Infor consulting services for the CloudSuite transition.

IV&V oversight has proven very effective with other large NH information technology projects such as the Department of Revenue Administration's implementation of the new revenue information management system (RIMS). The IV&V vendor on the RIMS project supplied consistent oversight of the project, providing health assessments, report cards and guidance to ensure the project stayed on track, the vendor executed its responsibilities as required by the contract, and the project stayed within budget.

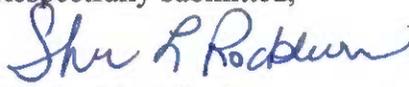
Axsium is an established organization in the technology consulting field for more than two decades, with a focus exclusively on WFM and consulting. It was founded in 2004 with the sole objective of providing its clients with a complete and industry-leading WFM consulting services experience. Axsium is both WFM "on-premise" and "cloud" certified by Infor, and since their inception in 2004 they have successfully delivered more than 500 Infor WFM consulting engagements. Axsium has led the deployment of Infor's highest profile and most complex WFM implementations and upgrades, such as Austin Independent School District, Bank of America, The Gap, Walt Disney Parks and Resorts, and Yolo County.

The State was introduced to Axsium through our contracting partner, Computer Aid, Inc. (CAI). CAI has a proven record of success fostering key partnerships between IT companies and the State since early 2020. Engaging Axsium through CAI, although beneficial, would bear additional cost associated with the administrative oversight for CAI resources to manage the communication, invoicing, and payment associated with services provided. Having verified success with Axsium over two major projects, it is in the state's best interest to contract directly with Axsium for ERP consulting engagements. Upon approval, this contract will allow the state to capitalize on a cost avoidance of \$135,760.93 based on initial quotes received from CAI.

Axsium has developed a strong working relationship with the DAS, DOS, and DOC teams and through their two-years of experience in working with the state, they have a strong understanding of our culture, business processes and institutions. They are viewed as trusted advisors by our teams and our goal is to leverage the same Axsium resources, methodology and tools to deploy the Infor WFM solution to the balance of the state's agencies.

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract with Axsium Group Ltd.

Respectfully submitted,

FOR 
Charles M. Arlinghaus
Commissioner



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

Denis Goulet
Commissioner

March 9, 2023

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Axxium Group Ltd., as described below and referenced as DoIT No. 2023-079.

The purpose of this request is for independent verification and validation (IV&V) for Infor cloud implementation and Infor work force management (WFM) implementation.

The Total Price Limitation will be \$2,998,099.73, effective upon Governor and Council approval through January 31, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-079

cc: Mathew Stanton, Deputy Director
Rebecca Bolton, IT Lead

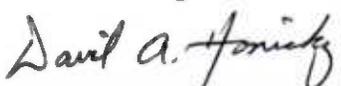
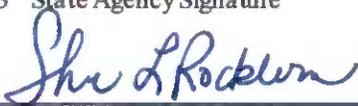
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Axsium Group Ltd.		1.4 Contractor Address 10 Four Seasons Place, Suite 1000, Toronto, ON M9B 6H7, Canada	
1.5 Contractor Phone Number (416) 849-5400	1.6 Account Number Various	1.7 Completion Date January 31, 2025	1.8 Price Limitation \$2,998,099.73
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 02/27/23		1.12 Name and Title of Contractor Signatory David Honicky, EVP Business Affairs	
1.13 State Agency Signature  Date: 3/30/23 For		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 03/30/23			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/30/23			
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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take a firm affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any

dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to

and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter

281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

Contractor Initials DA
Date 02/27/23

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and

understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A SPECIAL PROVISIONS

1.1. There are no special provisions to this contract.

EXHIBIT B SCOPE OF SERVICES

2. INTRODUCTION

- 2.1. Axsium Group Ltd. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Independent Verification and Validation (IV&V) for Infor cloud implementation and Infor WFM implementation as described herein.

3. CONTRACT DOCUMENTS

- 3.1. This Contract consists of the following documents ("Contract Documents"):
 - 3.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 3.1.2. EXHIBIT A Special Provisions
 - 3.1.3. EXHIBIT B Scope of Services
 - 3.1.4. EXHIBIT C Method of Payment
- 3.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," and (3) EXHIBIT C "Method of Payment."

4. TERM OF CONTRACT

- 4.1. The contract may be extended for up to two (2) additional years thereafter under the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

5. SCOPE OF WORK

- 5.1. This SOW encompasses two distinct workstreams:
 - 5.1.1. Workstream #1 - Contractor will lead the implementation of Infor WFM's multi-tenant Cloud solution for State's 53 state agencies that are not utilizing the Infor WFM solution today.
 - 5.1.2. Workstream #2 - Contractor will support the migration/upgrade of the State's WFM Instance from on-premises to the Infor Cloud conducted by Infor team. Contractor will be responsible for verification and validation of the upgraded environment.
- 5.2. Each workstream has distinct scope and requirements in the following sections:
- 5.3. Workstream #1 - Implementation of 53 State Agencies - SCOPE OF SERVICES
 - 5.3.1. Services to be provided by Contractor include the following items. Anything not specifically detailed below will be out of scope for this SOW. The below listed items are in scope:
 - 5.3.1.1. Cloud deployment on the Infor WFM multi-tenant Cloud solution.

- 5.3.1.2. Contractor will leverage a waved roll-out approach to deploy the Infor WFM solution to the State's fifty-three (53) state agencies (with 12,128 employees) that are not utilizing the solution today.
- 5.3.1.2.1. The Contractor will work with State to define and confirm the groupings for each wave during the Define phase of this project.
- 5.3.1.2.2. The Contractor deployment approach will consist of a roll-out to the non-Infor WFM MVS groups first. This group consists of 8042 employees and will be executed in three (3) waves.
- 5.3.1.2.3. The State's remaining Agencies using Infor WFM MVS will be broken down into four (4) waves across six (6) locations.
- 5.3.1.2.4. Waved roll-out sequencing by week:
- 5.3.1.2.4.1. Wave 1 - T&A – begins week 44
 - 5.3.1.2.4.2. Wave 2 - T&A – begins week 48
 - 5.3.1.2.4.3. Wave 3 - T&A – begins week 52
 - 5.3.1.2.4.4. Wave 4 - T&A/MVS - begins week 57
 - 5.3.1.2.4.5. Wave 5 - T&A/MVS - begins week 64
 - 5.3.1.2.4.6. Wave 6 - T&A/MVS begins week 70
 - 5.3.1.2.4.7. Wave 7 - T&A/MVS begins week 74
- 5.3.1.3. Any changes to the deployment schedule, extension of deployment phases, or additional waves may require a change request.
- 5.3.1.4. The work being conducted under Contractor SOW003 IV&V Support Infor WFM Cloud Suite Migration, could impact the wave roll-out dates above based on resource and environment availability.
- 5.3.1.5. The State and Contractor shall maintain communication with respect to anticipated delays. Delays or changes as result of Infor (US) LLC may require a temporary hold on services associated with this contract. The State and Contractor shall resume service arriving at a mutually agreeable schedule without penalty while maintaining original scope.

5.3.1.6. State agencies in Scope are listed in the table below.

Agency	Agency Name	Active Employees (EE's)	Timekeeping	MVS
200	EXECUTIVE DEPT	34		
300	INFORMATION TECHNOLOGY DEPT	311	X	
400	LEGISLATIVE BRANCH	731	X	

Agency	Agency Name	Active Employees (EE's)	Timekeeping	MVS
500	EXECUTIVE COUNCIL	7	X	
700	JUDICIAL COUNCIL	5	X	
1000	JUDICIAL BRANCH	869	X	
1200	MILITARY AFFRS & VET SVCS DEPT	433	X	
1300	PEASE DEVELOPMENT AUTHORITY	9	X	
1400	ADMINISTRATIVE SERVICES DEPT	372	X	
1800	AGRICULT, MARKETS & FOOD DEPT	42	X	
2000	JUSTICE DEPT	156	X	
2100	PROF LICENSURE & CERT OFFICE	279	X	
2200	BUS & ECON AFFAIRS DEPT	95	X	
2400	INSURANCE DEPT	78	X	
2600	LABOR DEPT	98	X	
2700	EMPLOYMENT SECURITY DEPT	310	X	
3200	STATE DEPT	162	X	
3500	NATURAL & CULT RESOURCES DEPT	1067	X	
3800	TREASURY DEPT	21	X	
4200	HHS: HUMAN SERVICES DIV	811	X	
4300	VETERANS HOME	313	X	X
4400	ENVIRONMENTAL	483	X	

Agency	Agency Name	Active Employees (EE's)	Timekeeping	MVS
	SERVICES DEPT			
4500	HHS: TRANSITIONAL ASSIST DIV	413	X	
4700	HHS: MEDICAID & BUS POLICY OFC	25	X	
4800	HHS: ELDERLY & ADULT SVCS DIV	78	X	
4900	HHS: COMM-BASED CARE SVCS DIV	2	X	
5200	DEPARTMENT OF ENERGY	55	X	
5300	CONSUMER ADVOCATE	4	X	
5400	SITE EVALUATION COMMITTEE		X	
5500	ADJUDICATIVE COMMISSIONERS-PUC	9	X	
5600	EDUCATION DEPT	245	X	
6300	HOUSING APPEAL BOARD	0	X	
6700	CONSERVATION LAND STWDSHP PRGM	2	X	
7100	NH STATE COMM ON AGING	0	X	
7200	BANKING DEPT	41	X	
7300	PUBLIC EMPLOYEE LABOR REL BRD	12	X	
7500	FISH AND GAME DEPT	207	X	X
7600	HUMAN RIGHTS COMMISSION	10	X	
7700	LIQUOR COMMISSION	1237	X	X

Agency	Agency Name	Active Employees (EE's)	Timekeeping	MVS
8100	PUBLIC UTILITIES COMMISSION	7	X	
8300	LOTTERY COMMISSION	73	X	
8400	REVENUE ADMINISTRATION DEPT	136	X	
8700	POLICE STDS & TRAINING COUNCIL	23	X	
8800	OFFICE OF CHILD ADVOCATE	9	X	
8900	TAX AND LAND APPEALS BOARD	7	X	
9000	HHS: PUBLIC HEALTH DIV	296	X	
9100	HHS: GLENCLIFF HOME	148	X	X
9200	HHS: BEHAVIORAL HEALTH DIV	41	X	
9300	HHS: DEVELOPMENTAL SVCS DIV	34	X	
9400	HHS: NH HOSPITAL	662	X	X
9500	HHS: COMMISSIONER'S OFFICE	456	X	
9600	TRANSPORTATION DEPT	1519	X	X
9700	DEVELOPMENT DISABILITIES CNCL	8	X	
9800	Hampstead Hospital	20	X	

5.3.1.7. The following agencies are not in scope:

Agency	Agency Name	Active EE's
3000	Boxing & Wrestling Commission	8
5900	NH Retirement System	80
9998	Safety-Surviving Dependents	16

5.3.1.8. Configuration of the below listed Infor WFM modules and functionality:

Module	Criteria/Component
Scheduling	Shift Patterns and Infor MVS
Timekeeping	Fifty-three (53) Agencies with three (3) remaining unions - NEPBA 40, 45, 260 Fish and Game and Liquor. New agencies with same union contracts, will adopt the current pay rules defined in the system for DOC and DOS agencies. It is estimated an additional ten (10) Calc Groups will be needed.
Entitlements/Accruals	Up to twenty (20) new accrual policies
Employee Self Service	For both employees and supervisors
Reporting/Analytics	<ul style="list-style-type: none"> • Out of the box reports and dashboards • One (1) custom medium complexity Work Summary report that include Acct Unit, Activity Acct Cat, Special Pay Task, OT Reason, and Comments • One (1) custom medium complexity balance report based on existing weekly State format
SSO (single sign on)	Using Infor Ming.le on the multi-tenant
Mobility	Update current Mobility as required. Cloud app if available is out of scope
Alerts	Provide for up to three (3), medium complexity Alerts
Conditions / Rules	Provide for up to three (3) custom Conditions (groovy script) and up to two (2) custom Pay Rules (groovy script) to support MOUs or CBA requirements that core conditions and rules cannot support
Integration	Criteria/Component
HR Interface	State will use the existing core interface from their HR System. No new logic is expected to be applied for the Balance of the Agencies.
Payroll Interface	State will use the existing core payroll export interface. New mappings will be added based on Agency needs up to fifty-three (53) new payroll export task definitions.
IVR	Enable IVR for shift posting and accepting in MVS
Census & Acuity	Out OF Scope
Services	Criteria/Component
Change Management	The change management plan developed for State's implementation and deployment of Infor WFM to its Department of Corrections and Safety agencies (DOC & DOS respectively), will be used for this project as a baseline and updated as required.
Training	Training material focused on two (2) roles (Employees Plus and

Supervisors Plus).

5.4. Workstream #1 - APPROACH AND DELIVERABLES

5.4.1. Leveraging contractor structured Axselerate methodology, Contractor will complete the following deliverables for each phase of the project.

5.4.1.1.

PREPARE PHASE DELIVERABLES	Responsibilities
<u>WS1 #1 - Project Workbook</u> Includes the Project work plan/timeline and all other project governance artifacts.	Contractor: <ul style="list-style-type: none">• Development of the baseline Workbook• Maintain Project Workbook
<u>WS1 #2 - Test Plan</u> Living document that outlines the objectives, scope, approach, responsibilities, and sign-off criteria for all aspects of the test phase	State: <ul style="list-style-type: none">• Review and approve Test Plan Contractor: <ul style="list-style-type: none">• Development of the baseline Test Document• Maintain Test Document

5.4.1.2.

DEFINE PHASE DELIVERABLES	Responsibilities
<u>WS1 #3 - Requirements Inventory and Scope Matrix</u> Conduct discovery workshops to validate key functional and technical requirements. Requirements for Timekeeping will be gathered for all Agencies prior to the start of the waved deployment. MVS requirements will be gathered as part during the start of the phased roll-out. A scoping exercise will further evaluate requirements that are a gap or out of scope.	State: <ul style="list-style-type: none">• Gather the existing union requirements and update the current requirement template used for DOC and DOS. Contractor: <ul style="list-style-type: none">• Facilitate and lead all workshops• Document list of key requirements• Conduct scoping exercise on the requirements

5.4.1.3.

DESIGN and BUILD PHASE DELIVERABLES	Responsibilities
<p><u>WS1 #4 - Solution Design Document (SDD)</u> Captures applicable design components for core elements of the system.</p> <p><u>WS1 #5 - Technical Design Document (TDD)</u> Provides interface specifications</p>	<p>State:</p> <ul style="list-style-type: none"> Review and approve SDD and TDD <p>Contractor:</p> <ul style="list-style-type: none"> Draft and update document(s) based on State feedback
<p><u>WS1 #6 - Configured System</u> The Infor WFM solution will be delivered with all the elements built and unit tested. This includes any updates to interfaces.</p>	<p>Contractor:</p> <ul style="list-style-type: none"> Complete solution configuration as documented in the SDD Support and conduct unit testing and update configuration accordingly
<p><u>WS1 #7 - Test Case Development</u> Test cases will be created for each of the test stages defined in the test plan.</p> <ul style="list-style-type: none"> Functional Testing SIT Testing (All interfaces and end to end testing) UAT Testing 	<p>State:</p> <ul style="list-style-type: none"> Create test cases as per the test plan leveraging test cases from prior rollouts <p>Contractor:</p> <ul style="list-style-type: none"> Assist with development of test cases by providing samples and guidance to the State test team during test case development

5.4.1.4.

TEST PHASE DELIVERABLES	Responsibilities
<p><u>WS1 #8 - Functional Test Execution – Result Summary</u> Involves testing the individual components of modules including the interfaces to ensure they function as expected. The results of testing and list of defects/issues along with their status will be captured in a document that will be shared with project team.</p> <p><u>WS1 #9 - User Acceptance Test Plan and Scripts</u> Conducted by a sample of State end users, the purpose of UAT is to validate that the system accurately reflects the business requirements.</p>	<p>State:</p> <ul style="list-style-type: none"> Execute functional testing and validations Execute Interface testing (SIT) and validations Data loading, execution, and extracts UAT planning, data loading, and execution Training of UAT participants on the Infor system before UAT testing Report defects and re-test defect fixes Manage and prioritize defect list Sign-off on test results <p>Contractor:</p> <ul style="list-style-type: none"> Conduct knowledge transfer on functional topics defined in the test case workbook to allow State test team to

	<ul style="list-style-type: none"> execute testing Support test execution by triaging and resolving issues reported
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5.4.1.5.

DEPLOY AND EMPOWER PHASE DELIVERABLES	Responsibilities
<p><u>WS1 #10 - Deployment Cutover Plan</u> The Cutover Checklist details the tasks needed to be performed prior to and during the go-live date. After executing cutover and validations, Contractor will provide support for system issues for the defined stabilization period.</p>	<p>State:</p> <ul style="list-style-type: none"> Coordinate IT/infrastructure participation Execute cutover as per plan <p>Contractor:</p> <ul style="list-style-type: none"> Develop deployment Cutover Checklist for each wave Lead deployment cutover activities Assist with triaging and defect remediation Conduct dry run of cutover
<p><u>WS1 #11 - Knowledge Transfer Matrix - Transition and Sign-Off</u> Contractor will work with designated State resources to provide knowledge transfer (KT) on supporting the new solution. Knowledge transfer will be tracked in the KT matrix that will be delivered to State.</p>	<p>State:</p> <ul style="list-style-type: none"> Provide appropriate resources to receive knowledge transfer <p>Contractor:</p> <ul style="list-style-type: none"> Conduct KT workshops as per plan.

5.4.1.6.

CHANGE MANAGEMENT DELIVERABLES	Responsibilities
<p><u>WS1 #12 - Update Stakeholder Analysis and Communication Plan</u> Review the current stakeholder analysis and communication plan and update with new Agency needs</p> <p><u>WS1 #13 - Training Material</u> Development of the training material according to the training plan.</p>	<p>State:</p> <ul style="list-style-type: none"> Identify an internal OCM and training champion/lead Development of the communications Execution of communication plan Train the Trainers End user in class training Create/update training videos as required for changes and/or new features <p>Contractor:</p> <ul style="list-style-type: none"> Update Stakeholder Analysis and

	<p>Communication Plan</p> <ul style="list-style-type: none"> • Develop training material for employee and supervisors • Update existing generic agency user guides as needed.
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5.5. Workstream #1 – RACI

5.5.1. Disclaimer: The estimated completion week for the activities below is heavily dependent on the initial discussion around dependencies, schedule and availability of resources and is subject to change when the baseline plan is created.

5.5.1.1. R = responsible for execution (may be shared)

5.5.1.2. S = provide resources or plays a “supportive” role

5.5.1.3. C = must be consulted and/or participate in deliverable review

5.5.1.4. I = must be informed

5.5.1.4.1.

Phase	Main Tasks/Milestones	Est. Week	Contractor	SoNH	Infor
	Milestone #1 Contract Signing	Week 1		R	
Planning	Project Planning and Preparation	Week 2	R	S	
	Project Workbook and Test Plan (Deliverable WS1 #1 - Project Workbook)	Week 4, ongoing	R	S	
	Weekly Status	Weekly	R	S	
	Knowledge Transfer Matrix (Deliverable WS1 - #11 Knowledge Transfer Matrix)	Week 24	R	S	
Execution	Project Quality Assurance and Ongoing Monitoring	Monthly	R	S	
	Steering Committee	Monthly	R	S	
	Stream Level updates and feedback	Weekly	R	S	
	Milestone Reports for invoicing	Milestone			
Closure	Deliverable Review	Milestone	R	R	
	Lessons Learned - Discovery and Future recommendations Workshop	Week 14	R	S	
	Lessons Learned - Design and Future recommendations Workshop	Week 18	R	S	
	Lessons Learned – Testing and Future recommendations Workshop	Week 40	R	S	
	Lessons Learned – Training and Future recommendations Workshop	Week 42	R	S	
	Milestone #2 - Requirements Gathering 50%	Week 6		R	
Discovery	Requirement Gathering Workshops (Deliverable WS1 - #2 Test Plan)	Week 10	R	S	

Phase	Main Tasks/Milestones	Est. Week	Contractor	SoNH	Infor
	Requirements Inventory (Deliverable WS1 #3 Requirements Inventory and Scope Matrix)	Week 12	R	C	
	Milestone #4 - Requirements Signoff	Week 12		R	
	Scope Matrix (Deliverable WS1 - #3 Requirements Inventory and Scope Matrix)	Week 12	R	C	
Design	Enterprise Design	Week 16	R	S	
	Enterprise Solution Design (Deliverable WS1 - #4 Solution Design Document)	Week 17	R	C	
	Technical Solution Design (Deliverable WS1 - #5 Technical Design Document)	Week 16	R	S	
Configuration / Build	Milestone #6 – Build & Configure 50% Complete	Week 18		R	
	System Configuration and build (Deliverable WS1 - #6 Configured System)	Week 25	R	C	
	Milestone #7 – Build & Configure 100% Complete	Week 20		R	
	Initial Unit Testing Waves 1, 2, 3	Week 38	R	S	
	Initial Unit Testing Waves 4, 5, 6, 7	Week 52	R	S	
Test/QA	Data Setup (environment data prep)	Week 32	S	R	
	Test Case Development (Functional, Iterative, UAT) (Deliverable WS1 - #7 Test Case Development)	Week 28	S	R	
Test/QA Deployment	Systems Integration Testing	Week 32	S	R	
	Functional and UAT Testing – Waves #1 thru #3 T&A	Week 32	S	R	
	Milestone #9 – Functional and SIT Sign-Off	Week 32		R	
	Milestone #10 – UAT Sign-OFF	Week 39		R	
	Functional and UAT Testing – Wave #4 T&A and MVS	Week 50	S	R	
	Test Support and Issue Remediation (Deliverable WS1 - #8 Functional Test Execution and Results) (Deliverable WS1 - #9 User Acceptance Test Plan and Scripts)	Week 40	R	I	
	Core product defects		I	I	R
	Cutover Planning (Deliverable WS1 - #10 Deployment Cutover Plan)	Week 39	R	S	I

Phase	Main Tasks/Milestones	Est. Week	Contractor	SoNH	Infor
	Go Live Wave #1 (Non MVS) – agencies TBD	Week 44	R	S	I
	Milestone #11 – Wave #1 Cutover	Week 44		R	
	Go Live Wave #2 (Non MVS) – agencies TBD	Week 48	R	S	I
	Milestone #12 – Wave #2 Cutover	Week 48		R	
	Go Live Wave #3 (Non MVS) – agencies TBD	Week 52	R	S	I
	Milestone #13 – Wave #3 Cutover	Week 52		R	
	Go Live Wave #4 (T&A and MVS) – agencies TBD	Week 57	R	S	I
	Milestone #14 – Wave #4 Cutover	Week 57		R	
	Milestone #15 – Wave #5 UAT	Week 61		R	
	Go Live Wave #5 (T&A and MVS) – agencies TBD	Week 65	R	S	I
	Milestone #16 – Wave #5 Cutover	Week 65		R	
	Milestone #17 – Wave #6 UAT	Week 68		R	
	Go Live Wave #6 (T&A and MVS) – agencies TBD	Week 70	R	S	I
	Milestone #18 – Wave #6 Cutover	Week 70		R	
	Go Live Wave #7 (T&A and MVS) – agencies TBD	Week 74	R	S	I
	Milestone #19 – Wave #7 Cutover	Week 74		R	
	Transition and Support	Week 78	R	R	C
	Milestone #20 – Project Closure (Deliverable WS1 - #11 Knowledge Transfer Matrix)	Week 78			
Deployment Change Management	Change Management Planning	Week 15	R	S	
	Update Change Impact Matrix - Stakeholder Analysis (Deliverable WS1 - #12 Update Stakeholder Analysis and Communication Plan)	Week 16	R	S	
	Update the CM, Communication and Training plan (Deliverable WS1 - #12 Update Stakeholder Analysis and Communication Plan)	Week 16	R	S	
	Draft Change Management Communications (actual written comms)	Week 16	S	R	
	Execute Change Management/Communications Plans	Week 16	S	R	
	Content Outline and Roadmap	Week 16	R	S	
	Train the trainer sessions – T&A	Week 22	S	R	
	Train the trainer sessions – T&A and MVS	Week 38	S	R	
	Training Material Development	Week 20	S	R	

Phase	Main Tasks/Milestones	Est. Week	Contractor	SoNFI	Infor
	(Deliverable WS1 - #13 Training Materials)				
Integrations	Interface Requirements (High level Requirements)		R	S	
	Integration and Technical Design Workshops	Week 14	R	S	
	Technical Design Documents - Infor Interfaces	Week 16	R	C	
	Technical Design Documents - Middleware/External Systems	Week 16	C	R	
	Ongoing support and maintenance of the environments	Ongoing	I	I	R
	Migrations (Promotion of changes to environments)	Ongoing	R	S	
	Infor Interface Updates (If needed)	Week 16	R	S	
	Interface Development - External systems (Middleware) – If needed	Week 20	S	R	
Environment, Integrations, and Interfaces	Backfill WFMP to WFMD (on-prem)	Week 4	S	R	
	Team Import all agencies	Week 10	S	R	
	Employee Import all agencies	Week 12	S	R	
	Docket Import all agencies	Week 14	S	R	
	Migrations WFMD to WFMT (on-prem)	Ongoing	S	R	
	Migrations WFMD to WFME (on-prem)	Ongoing	S	R	
	Migrations WFMT to WFMP (on-prem)	Ongoing	S	R	

5.6. Workstream #1 - TIMELINE

The project will commence in accordance with the approved project schedule after approval by the Governor and Executive Council, Contractor estimates a total project duration of approximately seventy-six (76) weeks to complete the deployment of the solution for State's fifty-three (53) remaining state agencies. The estimated project timeline is based on the scope of work and assumptions outlined in this document.

5.7. Workstream #1 - ASSUMPTIONS

The following assumptions apply to the services included in this SOW:

- 5.7.1. Project work will be performed on site and remotely at Contractor offices in accordance with the approved project plan and schedule.
- 5.7.2. The Scope of Services and Project Hours under SOW003 are applicable only to the Infor WFM implementation for State's balance of state agencies as defined in section 5.3.1.2.3 of this document.
- 5.7.3. Support for State's Department of Safety (DOS) and the Department of Corrections' (DOC) Infor WFM deployments are out of scope.

- 5.7.4. Any issues or enhancement requests related to DOS and/or DOC will need to be addressed via a Contractor Managed Services Contract, and those requests will be supported by the Contractor Managed Services team.
- 5.7.5. State's Infor WFM implementation will be conducted on State's Infor WFM Cloud solution in place at the time of the implementation.
- 5.7.6. Infor will be responsible for all upgrades to the Non-Prod and Prod Tenants. State is responsible for all testing and validation of the upgrades that occur during the project by Infor.
- 5.7.7. State will gather the existing union requirements and update the current requirement template used for all remaining agencies prior to the project to expedite discovery.
- 5.7.8. State will provide a project manager who will be responsible for coordinating all efforts of the project and State team.
- 5.7.9. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

5.7.9.1.

LEVEL	CONTRACTOR	STATE	CUMMULATIVE ALLOTTED TIME
Primary	Project Manager (Joe Watts)	State Project Manager (PM)	5 Business Days
First	Vice President (Al Asgarian)	Commissioner of DAS & Commissioner of DoIT	10 Business Days
Second	Executive Vice President (Johannes Tjiang)	Commissioner of DAS & Commissioner of DoIT	15 Business Days

- 5.7.10. It is assumed that new agencies with same union contracts, will adopt the current pay rules defined in the system for DOC and DOS agencies.
- 5.7.11. It is assumed that the Upgrade to the Infor multi-tenant Cloud is complete prior to the commencement of the Build phase of the project.
- 5.7.12. Any issues related to the Infor upgrade from on-premises to Cloud will fixed by Infor.
- 5.7.13. No new interfaces are in scope of the project. Existing HR import and Payroll.export will be used for the new populations. Employee Import may need new fields added to support configuration.

- 5.7.14. Employee Imports will be need completion before the build phase for a group of agencies to prevent the manual creation of employee data.
- 5.7.15. Infor Mingle will be configured as part of the upgrade to support the SSO functionality, Mingle is already configured for State. The new population is expected to use the same SSO that will be configured during the Upgrade to the Infor multi-tenant Cloud.
- 5.7.16. It is expected there will be a minimum of three (3) environments available in accordance with the agreed project timelines on the Infor multi-tenant Cloud instance, (2 Non-Prod - DEV, TEST and PROD). The 2 Non-Prod environments will be used for configuration and testing.
- 5.7.17. Any departments that could use MVS are out of scope except from the departments defined in section 5.3.1.2.3.
- 5.7.18. State will review and sign off all deliverables within five (5) days of receipt of each deliverable. If State fails to accept or reject a deliverable within ten (10) days of receipt, such deliverable will be deemed to be accepted.
- 5.7.19. State to provide input as required for all the deliverables, actively participate in all the workshops, and provide signoff on deliverables as required. This is especially critical for the agencies to review and sign off on the requirements in a timely manner.
- 5.7.20. Issues or events outside of Contractor's control that may impact project timelines and/or project cost, will be documented by Contractor via a formal change request form for approval by State. These may include, but are not limited to, requirement changes, increased scope, lack of timely decision-making by State, insufficient participation by State project team members and/or delays in project deliverables from external parties (if applicable).
- 5.7.21. Vendor core product defects identified by Contractor or State during the project will be submitted by Contractor to Vendor, and Vendor will be responsible to resolve.
- 5.7.22. Contractor will implement the Infor WFM solution utilizing supported Infor WFM core product only. No customization will be designed or implemented by Contractor within the Infor WFM solution unless built by Infor during the upgrade to the Infor multi-tenant Cloud.
- 5.7.23. All configuration and interface development will utilize Infor core product only.
- 5.7.24. Custom reports are not included in scope of work except for the two (2) medium complexity reports detailed in section 5.3.1.7. It is assumed that Infor will have moved all reports to BIRST as part of the upgrade to the Infor Cloud solution.
- 5.7.25. State will deliver interface files in the correct format and troubleshooting interfaces as required by the system and by Contractor (e.g., uploading files to correct location, flagging files as ready for import, etc.).
- 5.7.26. Implementation will utilize the existing Security Groups; any new Security Groups are out of scope.
- 5.7.27. State will procure the software and licensing from Vendor for the identified modules summarized in section 2 "Scope of Services" of this document prior to the project start.
- 5.7.28. Execution of organizational change management and communications activities will be the full responsibility of State.

- 5.7.29. Contractor is responsible for development of training material (user guides). In class training for the end users will be conducted by State.
- 5.7.30. State is responsible for building training videos.
- 5.7.31. Contractor will provide support for four weeks after each go-live. State is responsible to determine support strategy beyond the 4 weeks as the implementation team will need to focus on the next rollouts.
- 5.7.32. State will be responsible for support and triage of defects and training questions during the rollout.
- 5.7.33. State will provide subject matter experts for each Agency that participate in the discovery workshops and review and approve solution design. Financial Data Mgt (FDM) team involvement during the discovery and sign off process is required to ensure standardization of configuration. Dept of Personnel (DOP) and Dept of Labor (DOL) will also be required to review CBA based questions and existing processes and provide guidance.
- 5.7.34. Contractor is responsible for any updates to existing interfaces into and out of Infor WFM. New interfaces are not in scope.
- 5.7.35. State is responsible for configuration and installation of physical time clocks and defining the time clocks in the WFM system.
- 5.7.36. Contractor will provide weekly status reporting to the Stakeholders in the required format.
- 5.7.37. State will store training user guides and training videos in Moodle or other State-based systems.
- 5.7.38. State is responsible for development of the communications as defined by communication plan.

5.8. Workstream #2 - INTRODUCTION

The Contractor will lead the planned verification of the DEV environment that Infor will upgrade for State's Infor WFM solution from on-premises version 7.0.0.43 (or the current version) to Cloud version 2023.X. The goal of this project is to validate that version 2023.X Cloud features work like in version 7.0.0.43 and all existing custom code in version 7.0.0.43 has been upgraded by Infor to the Cloud version.

5.9. Workstream #2 - SCOPE OF SERVICES

Services to be provided by Contractor include the following items.

- 5.9.1. Validate that Infor WFM version 2023.X Cloud features work on a "Like-for-Like" basis, compared to the Infor WFM modules used by State in version 7.0.0.43.
- 5.9.2. Validate the conversion of existing custom code from java to groovy for custom conditions and pay rules.
- 5.9.3. Validate the conversion of existing custom jsp and java script.
- 5.9.4. Validate the two (2) custom Cognos reports are upgraded.
- 5.9.5. New features and enhancements or out of scope.

5.9.6. Functional regression testing comparing version 2023.X to 7.0.0.43.

5.9.7. Validation of the following Infor WFM Product Modules:

5.9.7.1.

Module	Criteria/Component
Scheduling	Shift Patterns and MVS for Rotations, ASV Lookups and Customizations
Timekeeping	Time Code, Hour Type, Job, Pay Groups, Holidays Validate 21 Calc Groups Launch Pad and Virtual Reader
Entitlements/Accruals	Validate Balances & Accruals Time Off Calendar and Time Off Approval
Security Groups	Validate Security Groups and Field Permissions for eight (8) Security Groups
Mobility	Mobility configuration for Employee – TS Plus and Supervisor – TS Plus Security Groups
Reporting/Analytics	Out of the box reports and wo State custom reports (Force and Volunteer OT Report, Daily Staffing Report State)
Alerts	Test all core and custom alerts

5.9.7.2.

Integration	Criteria/Component
Inbound Interfaces	Test the following imports: <ul style="list-style-type: none"> • Employee • Docket • Team • Horizon • Skills and Certification • Default Job • Shift Pattern Import • Schedule Import to Mark Day Off
Outbound Interfaces	Test the following payroll exports: <ul style="list-style-type: none"> • 3 DOC Exports • 3 DOS exports
Single Sign On	SSO using Mingle
WB9000 Clocks	Support State connecting at least one (1) DOC clock and one (1) DOS clock

5.10. Workstream #2 - APPROACH AND DELIVERABLES

Leveraging our structured Axselerate methodology, Contractor will complete the following deliverables for each phase of the project.

5.10.1.

PREPARE PHASE DELIVERABLES	Responsibilities
<u>WS2 #1 - Project Workbook</u> Project management tool which includes the Project work plan/timeline and all other project governance artifacts.	State: <ul style="list-style-type: none"> • Maintain project workbook Contractor: <ul style="list-style-type: none"> • Development of the baseline workbook
<u>WS2 #2 - Test Plan</u> Ongoing document that outlines the objectives, scope, approach, responsibilities, and sign-off criteria for all aspects of the test phase	State: <ul style="list-style-type: none"> • Review and approve Test Plan Contractor: <ul style="list-style-type: none"> • Development of the baseline Test Document • Maintain Test Document

5.10.2.

DESIGN & BUILD PHASE	Responsibilities
<u>WS2 #3 - Test Case Development</u> Test cases will be created for each of the test stages defined in the test plan.	State: <ul style="list-style-type: none"> • Create test cases as per the test plan Contractor: <ul style="list-style-type: none"> • Provide samples and guidance to State test team during test case development

5.10.3.

TEST PHASE DELIVERABLES	Responsibilities
<u>WS2 #4 - Functional Test Execution – Result Summary</u> Involves testing the individual components of modules including the interfaces to ensure they function as expected. The results of testing and list of defects/issues along with their status will be captured in a document that will be shared with project team.	State: <ul style="list-style-type: none"> • Review regression and functional testing results • Data loading, execution, and extracts • UAT planning, data loading, and execution • Report defects and re-test defect fixes • Manage and prioritize defect list • Sign-off on test results Contractor: <ul style="list-style-type: none"> • Execute regression and functional testing • Conduct knowledge transfer to allow State test team to execute testing • Triage defects and reporting of defects to Infor for remediation
<u>WS2 #5 - User Acceptance Test Plan and Scripts</u> Conducted by a sample of State end users, the purpose of UAT is to validate that the system accurately reflects the business requirements. This document will provide details around UAT planning as well as the test scenarios designed for the end users.	

5.10.4.

DEPLOY PHASE DELIVERABLE	Responsibilities
<p><u>WS2 #6 - Knowledge Transfer Matrix - Transition & Sign-Off</u></p> <p>Contractor will collaborate with designated State resources to provide knowledge transfer (KT) on supporting the new solution. Knowledge transfer will be tracked in the KT matrix that will be delivered to State.</p>	<p>State:</p> <ul style="list-style-type: none"> • Provide appropriate resources to receive knowledge transfer <p>Contractor:</p> <ul style="list-style-type: none"> • Conduct KT workshops as per plan.

5.11. Workstream #2 – RACI

5.11.1. Disclaimer: The estimated completion week for the activities below is heavily dependent on the initial discussion around dependencies, schedule and availability of resources and is subject to change when the baseline plan is created.

- 5.11.1.1. R = responsible for execution (may be shared)
- 5.11.1.2. S = provide resources or plays a “supportive” role
- 5.11.1.3. C = must be consulted and/or participate in deliverable review
- 5.11.1.4. I = must be informed

Phase	Main Tasks/Milestones	Est. Week	Contractor	SoNFI	Infor
Planning	Project Workbook and Test Plan (Deliverable WS2 - #1 Project Workbook)	Week 2, Ongoing	S	S	R
	Steering Committee	Monthly	R	S	R
	Weekly Status	Weekly	S	S	R
	Project Quality Assurance and Ongoing Monitoring	Monthly	S	S	R
Execution	Stream Level updates and feedback	Monthly	S	S	R
	Requirement Gathering Workshops - Custom Code Evaluation	Week 4	S	S	R
	Milestone #3 IV&V Validate Core Elements and Calc Groups	Week 9		R	
Discovery	Requirements Documentation – Custom Code	Week 3	I	C/I	R
	DB Upgrade, Custom Code replacements/Configurations and Reports	Week 14	I	C/I	R
Upgrade and Configuration / Build	Initial Unit Testing	Week 20	I	C/I	R
	Data Setup (environment data prep)	Week 14	S	R	S
Test/QA	Test Planning (Deliverable WS2 - #2 Test Plan)	Week 12	R	S	R
	Test Case Development (Regression Testing and UAT) (Deliverable WS2 - #3 Test Case Development)	Week 14	S	R	S
	Milestone #5 IV & V Validate MVS, Interfaces, Reports	Week 16		R	
	SIT Regression Testing (Testing all Existing Interfaces)	Week 23	R	R	S
	Functional Test Execution (Deliverable WS2 - #4 Functional Test Execution – Results Summary)	Week 27	S	R	S
	User Acceptance Execution (Deliverable WS2 - #5 User Acceptance Test Plan and Scripts)	Week 27	S	R	S
	Test Support and Issue Remediation	Week 29	S	S	R
	Milestone #8 – IV&V Testing Phase Complete	Week 27		R	
Deployment	Cutover Planning	Week 27	S	S	R
	Cutover Execution	Week 30	S	S	R
	Transition and Knowledge Transfer (Deliverable WS2 - #6 Knowledge Transfer Matrix)	Week 28	S	S	R

5.12. Workstream #2 - TIMELINE

Contractor estimates a project duration of twenty (20) weeks to complete the support of the upgrade.

5.13. Workstream #2 – ASSUMPTIONS

5.13.1. The following assumptions apply to the services included in this SOW:

- 5.13.1.1. Project work will be performed both onsite at State offices/locations and remotely at Contractor offices in accordance with the approved project plan and schedule.
- 5.13.1.2. State will provide a project manager who will be responsible for coordinating all efforts of the project and State team.
- 5.13.1.3. State will review all deliverables within five (5) days of receipt of each deliverable. If State fails to accept or reject a deliverable within ten (10) days of receipt, such deliverable will be deemed to be accepted.
- 5.13.1.4. State to provide input as required for all the deliverables, actively participate in all the workshops, and provide signoff on deliverables as required.
- 5.13.1.5. Issues or events outside of Contractor's control that may impact project timelines and/or project cost, will be documented by Contractor via a formal change request form for approval by State. These may include, but are not limited to, requirement changes, increased scope, lack of timely decision-making by State, insufficient participation by State project team members and/or delays in project deliverables from external parties (if applicable).
- 5.13.1.6. Vendor core product defects identified by Contractor or State during the project will be submitted by Contractor to Vendor, and Vendor will be responsible to resolve.
- 5.13.1.7. All configuration and interface development will utilize only core, delivered functionality within the solution. No customization will be designed or implemented by Contractor within the solution.
- 5.13.1.8. The scope of this project is a "like for like" upgrade and does not include configuration or testing of any new features available in version 2023.X that do not exist in version 7.0.0.43. Any existing defects within the current production system (unless explicitly captured above in section 2 "Scope of Services") will be out of scope for the upgrade.
- 5.13.1.9. Environment management and migration of data within the environments (Dev/Test/Prod) will be the responsibility of State and Infor (US) LLC.
- 5.13.1.10. Application Performance Testing is out of scope.
- 5.13.1.11. State is responsible for testing of WB900 clocks.
- 5.13.1.12. Infor will provide Contractor resources access to all Cloud environments.
- 5.13.1.13. Infor will provide Contractor resources database access to Cloud DEV for testing and defect triage.
- 5.13.1.14. SIT and UAT are State responsibility with Contractor supporting.

- 5.13.1.15. The State will be responsible to contract and coordinate technical Cloud activities directly with Vendor, e.g., deployment, Single Sign On, server access, browser versions, clock set up/connectivity, etc.
 - 5.13.1.16. The State will supply, install, and configure all necessary hardware and system operating software in accordance with vendor requirements, with guidance and support from the system Vendor.
 - 5.13.1.17. The State will be responsible for delivering interface files in the correct format and troubleshooting interfaces as required by the system (e.g., uploading files to correct location, flagging files as ready for import, downloading files for testing, etc.).
 - 5.13.1.18. The State will procure the software and licensing from Vendor for the identified modules summarized in section 2 "Scope of Services" of this document prior to the project start.
 - 5.13.1.19. The State will secure, at a minimum, one (1) non-production environments for testing and validation, available in accordance with the agreed project timelines.
 - 5.13.1.20. Execution of organizational change management, communications activities, and end user training will be the responsibility of the State.
 - 5.13.1.21. The State will be responsible for all training activities for their project team and end users.
 - 5.13.1.22. Any work effort related to the Vendor's Cloud environment. State will be responsible for contracting directly with the Vendor for Cloud management and execution services. Alternatively, Contractor will pass through the cost of such Vendor services and work directly with Vendor at State's request. Such costs will be in addition to the fees detailed in this SOW. No such cost shall be acceptable without advanced written approval via the change control process identified herein.
- 5.14. Combined Timeline

5.14.1.

		Months																			
Workteam	Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
State Wide	Prepare	■																			
	Requirements (Non MVS)	■	■	■																	
	Design (Non MVS)				■	■															
	Build (Non MVS)					■	■	■	■												
	Testing (Non MVS)							■	■	■	■										
	Deploy Wave 1										■	■									
	Deploy Wave 2												■	■							
	Deploy Wave 3														■	■					
	Requirements (MVS)										■	■									
	Design (MVS)											■	■								
	Build (MVS)												■	■							
	Testing (MVS)													■	■						
	Deploy Wave 4															■	■				
	Deploy Wave 5																■	■			
	Deploy Wave 6																	■	■		
	Deploy Wave 7																		■	■	■
	OCM Planning				■																
	Training Development							■							■						
	Train the Trainer								■							■					
	End User Training												■	■	■	■	■	■	■	■	■
Info IV&V	Prepare			■																	
	Create Test Cases			■	■																
	Validate Core Elements and Calc Groups				■	■															
	Validate Job Scheduler, Interfaces, Reports					■	■														
	Validate MVS Scheduling						■	■													
	Testing							■	■												

5.15. State-Owned Documents and Copyright Privileges

5.15.1. The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to these services. Upon expiration or termination of the Contract with the State, Contractor shall turn over all State-owned documents, material, reports, and work in progress to the State at no additional cost. Documents must be provided in both printed and electronic format.

5.16. Records Retention and Access Requirements

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

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

5.16.3. 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 subcontracts.

5.17. Additional Requirements

- 5.17.1. At all times the Contractor shall work with the State on resource planning of Infor (US), LLC interfacing in good faith. The Contractor shall deliver and manage a detailed, task-oriented project plan for maximizing the efficient integration for Infor (US), LLC solutions. Increased participation thereafter in collaboration with the State and in partnership with Infor (US), LLC, if applicable with flexibility to change directions/redirect resources if initial strategic expectations are not being met.
- 5.17.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 5:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 5.17.3. The Contractor shall not commence work until a conference is held with the State project team to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State.
- 5.17.4. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment, or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.17.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.17.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

- 5.17.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.17.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.17.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.17.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5.18. Compliance Requirements

5.18.1. Agency Compliance Documents are identified below:

5.18.2. The Business Associate Agreement (attached hereto as Appendix 1, is required to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates.

5.19. ACTIVITY, DELIVERABLE, AND MILESTONE

5.19.1. Prior to commencement of work on specified deliverables, specified criteria must be defined and agreed to between the State and Contractor.

5.19.2. Activity, Deliverable, and Milestone requirements are defined in the following:

5.19.2.1. EXHIBIT C Method of Payment

5.20. DELIVERABLE REVIEW AND ACCEPTANCE

5.20.1. Non-Software and Written Deliverables Review and Acceptance

5.20.1.1. 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 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 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

within five (5) business days or such longer period as the State (in its sole discretion) may agree. 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 immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

5.20.2. Software Deliverables Review and Acceptance

5.20.2.1. 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.

5.20.3. Number of Deliverables

5.20.3.1. 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.

5.20.4. Conditional and Unconditional Acceptance

5.20.4.1. 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.

5.20.5. The State will be responsible for data validations. Any deficiencies in the data loads, or data design including reloads of data will be the contractor's responsibility.

5.20.6. CHANGE ORDER

5.20.6.1. 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 Department of Administrative Services. Within five (5) business days of Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

5.20.6.2. The Contractor may propose a change within the scope of the Contract 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 Department of Information Technology, 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 30 days of receipt of the Change Order. Change orders resulting in an increase of Price Limitation, an extension of time for Contract

completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

5.20.7. Contract Warranties and Representations

5.20.7.1. Services

5.20.7.1.1. 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 Contract.

5.20.7.2. Data Protection

5.20.7.2.1. 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 information provided as part of the contract. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of such information and comply with the following conditions:

5.20.7.2.2. 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.

5.20.7.2.3. All data obtained by the Contractor in the performance of this contract 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.

5.20.7.2.4. 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 contract.

5.20.7.2.5. At no time shall any data that is part of the Contract 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.

5.20.7.2.6. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service. Notwithstanding the foregoing, the Contractor may use non-individually identifiable information collected in connection with the service issued from this Contract for the purpose of data compilation, statistical analyses, and other studies.

5.20.7.3. Data Location

5.20.7.3.1. The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage of Contract data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-

contractors to store Contract data on personal portable devices, including personal computers, except as specified and allowed by the contract, 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 Contract data remotely only to provide technical support and as specified or required by the contract. The State acknowledges that the Contractor will from time to time provide confidential translation services from outside of the Continental United States. Under no circumstances shall the provision of such translation services include access to systems containing plan data that is required to be housed and remain within the Continental United States.

- 5.20.7.3.2. In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes all information owned or managed by the State of New Hampshire - created, received from or on behalf of any Agency of the State or accessed while performing contracted Services including any information provided by the State - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.
- 5.20.7.3.3. In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 5.20.7.3.4. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- 5.20.7.3.4.1. Shall have otherwise become publicly available other than because of disclosure by the receiving Party in breach hereof.
 - 5.20.7.3.4.2. Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party.
 - 5.20.7.3.4.3. Is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
 - 5.20.7.3.4.4. Is disclosed with the written consent of the disclosing Party.

5.20.7.3.5. A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

5.20.7.4. Contractor Confidential Information

5.20.7.4.1. The Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

5.20.7.4.2. This covenant shall survive the termination of this Contract.

5.20.7.5. Security Incident or Data Breach

5.20.7.5.1. The Contractor shall inform the State of any security incident or Data Breach in accordance with State and Federal law.

5.20.7.5.2. Incident Response:

5.20.7.5.2.1. 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 Contract. Discussing security incidents with the State shall 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 contract.

5.20.7.5.3. Security Incident Reporting Requirements:

5.20.7.5.3.1. The Contractor shall report a security incident to the State identified contact immediately if there has been a security incident that affects the security of the State's data.

5.20.7.5.4. Breach Reporting Requirements:

5.20.7.5.4.1. If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State data 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 measures to promptly address the data breach.

5.20.7.5.4.2. The Contractor shall promptly notify the appropriate State identified contact by telephone and email in accordance with the agreed upon security plan or security procedures if there has been a security incident that affects the security of the State's data.

5.20.7.5.5. The Contractor shall at a minimum:

5.20.7.5.5.1. Cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach.

5.20.7.5.5.2. Promptly implement necessary remedial measures, if necessary; and

5.20.7.5.5.3. 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.

5.20.7.5.6. In the event of a Data Breach, the Contractor shall bear the costs associated with:

5.20.7.5.6.1. The investigation and resolution of the Data Breach.

5.20.7.5.6.2. Notifications to participating employers, individuals, regulators, or others required by State or federal law.

5.20.7.5.6.3. A credit monitoring service required by State or federal law; and

5.20.7.5.6.4. A website or a toll-free number and call center for affected individuals required by State or federal law.

5.20.7.5.6.5. The Contractor shall complete all required corrective actions within a reasonable mutually agreeable time frame.

5.21. State's Data and Property

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

5.22. Contractor's Materials

5.22.1. The Contractor shall not distribute any products containing or disclose any State Confidential Information. Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used during its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Contractor employees or subcontractors.

5.22.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New

Hampshire RSA Chapter 91-A, which may include but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

5.23. State Website Copyright

5.23.1. WWW Copyright and Intellectual Property Rights

5.23.2. 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.

5.24. Survival

5.24.1. This Contract Agreement Section 5.24 intellectual Property shall survive the termination of the Contract.

5.25. REQUIRED WORK PROCEDURES

5.25.1. Access to State Systems

5.25.1.1. 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 the following rules:

5.25.1.1.1. Computer Use

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

5.25.1.1.1.2. 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.

5.25.1.1.1.3. 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.

5.25.1.1.1.4. 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 always 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 Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

5.25.1.1.1.5. That if 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.

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

5.25.1.2. Email Use

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

5.25.1.3. Internet/Intranet Use

5.25.1.3.1. 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).

5.25.1.4. Workspace Requirement

5.25.1.4.1. The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

5.25.1.5. Workplace Hours

5.25.1.5.1. Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State.

6. LIMITATION OF LIABILITY

6.1. The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2 of form P-37. 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. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

7. DISPUTE RESOLUTION

7.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential

Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

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

LEVEL	CONTRACTOR	STATE	CUMMULATIVE ALLOTTED TIME
Primary	Project Manager (Joe Watts)	State Project Manager (PM)	5 Business Days
First	Vice President (Al Asgarian)	Commissioner of DAS & Commissioner of DoIT	10 Business Days
Second	Executive Vice President (Johannes Tjiang)	Commissioner of DAS & Commissioner of DoIT	15 Business Days

7.3. 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.

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

- 8.1.1. The Contractor shall provide all services strictly pursuant to, and in conformity with the terms of this Contract.
- 8.1.2. It is the responsibility of the Contractor to maintain New Hampshire Vendor Registration with up-to-date contact information.
- 8.1.3. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx)

9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

9.1.1. The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

10. INSURANCE

10.1. Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10-day prior written notice.

11. CONFIDENTIALITY & CRIMINAL RECORD

11.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract, who have been convicted of any crime of dishonesty and/or integrity.

EXHIBIT C METHOD OF PAYMENT

12. CONTRACT PRICE

12.1. The Contractor hereby agrees to provide Independent Verification and Validation (IV&V) for Infor cloud implementation and Infor WFM implementation in strict accordance with the terms and conditions specified herein for an amount up to and not to exceed a price of \$2,998,099.73; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

13. PRICING STRUCTURE

13.1. Workstream Milestone Summary

WS#	Milestone	Contractor Services	Travel	Total Service Cost
1	WFM for 53 State Agencies	\$2,516,099.73	\$140,000.00	\$2,656,099.73
2	Infor IV&V	\$342,000.00	\$0.00	\$342,000.00
TOTAL		\$2,858,099.73	\$140,000.00	\$2,998,099.73

13.2. FIXED SERVICE FEES—MILESTONE PAYMENT SCHEDULE

13.2.1. The following table represents milestone categories associated with the IV&V and WFM implementation. Prior to commencement of any work all substantive deliverables shall be mutually agreed upon by the State and Contractor.

13.2.2. Payments shall not be made until review and acceptance of each milestone by the state.

13.2.2.1.

#	WS	Milestone	Invoice Date	Contractor Services	Travel	Total Service Cost
1	1	Contract Signing	Week 1	\$100,000.00	\$0.00	\$100,000.00
2	1	Requirements Gathering 50% (WS1 #1 Project Workbook)	Week 6	\$156,239.12	\$18,000.00	\$174,239.12
3	2	IV&V Validate Core Elements and Calc Groups (WS2 #1 - Project Workbook)	Week 9	\$124,317.00	\$0.00	\$124,317.00
4	1	Requirements Sign-Off (WS1 #3 Requirements Inventory and Scope Matrix) (WS1 #2 - Test Plan)	Week 12	\$123,285.83	\$8,000.00	\$131,285.83
5	2	IV&V Validate MVS, Interfaces, Reports (WS2 #2 - Test Plan) (WS2 #3 - Test Case Development)	Week 16	\$105,362.00	\$0.00	\$105,362.00
6	1	Build & Configure 50%	Week 18	\$271,859.30	\$12,000.00	\$283,859.30

		(WS1 #4 Solution Design Document) (WS1 #5 Technical Design Document)				
7	1	Build & Configure 100% (WS1 #6 Configured System) (WS1 #7 Test Case Development) (WS1 #12 - Update Stakeholder Analysis and Communication Plan) (WS1 #13 - Training Material)	Week 20	\$178,440.02	\$6,000.00	\$184,440.02
8	2	IV&V Testing Phase Complete (WS2 #4 - Functional Test Execution – Result Summary) (WS2 #5 - User Acceptance Test Plan and Scripts) (WS2 #6 - Knowledge Transfer Matrix - Transition & Sign-Off)	Week 27	\$112,321.00	\$0.00	\$112,321.00
9	1	Functional and SIT Sign-Off	Week 32	\$195,076.02	\$10,000.00	\$205,076.02
10	1	UAT Sign-OFF (WS1 #8 Functional Test Execution and Results) (WS1 #9 User Acceptance Test Plan and Scripts)	Week 39	\$234,549.12	\$18,000.00	\$252,549.12
11	1	Wave 1 Cutover (WS1 #10 Deployment Cutover Plan)	Week 44	\$183,847.29	\$14,000.00	\$197,847.29
12	1	Wave 2 Cutover	Week 48	\$139,507.65	\$8,000.00	\$147,507.65
13	1	Wave 3 Cutover	Week 52	\$188,173.11	\$8,000.00	\$196,173.11
14	1	Wave 4 Cutover	Week 61	\$173,032.75	\$8,000.00	\$181,032.75
15	1	Wave 5 UAT	Week 61	\$134,100.38	\$8,000.00	\$142,100.38
16	1	Wave 5 Cutover	Week 64	\$89,760.74	\$6,000.00	\$95,760.74
17	1	Wave 6 UAT	Week 68	\$117,878.56	\$8,000.00	\$125,878.56
18	1	Wave 6 Cutover	Week 71	\$84,353.46	\$4,000.00	\$88,353.46
19	1	Wave 7 Cutover	Week 74	\$89,760.74	\$2,000.00	\$91,760.74
20	1	Project Close (Deliverable WS1 #11 Knowledge Transfer Matrix)	Week 76	\$56,235.64	\$2,000.00	\$58,235.64
TOTAL				\$2,858,099.73	\$140,000.00	\$2,998,099.73

13.3. CONTRACT RETAINAGE

13.3.1. The state shall retain 10% of total fees from final payment until all work is satisfactorily completed and accepted by the state.

14. PERFORMANCE GUARANTEES

14.1. Contractor warrants that any defects in Contractor's configuration of the Infor WFM software, that arise after final delivery to State, will be remedied without additional charge to State. This will apply to configuration work on any documented and mutually approved requirement. The State understands that during the configuration process it is common to have adjustments to the configuration and that these fixes are not considered defects. The State must conduct reasonably sufficient testing in order to minimize any defects. The foregoing warranty shall not apply to:

14.1.1. (i) any work where there is not a documented requirement;

14.1.2. (ii) any defects found after the conclusion of the post-production support period; and

14.1.3. (iii) any requirement where it is impracticable to configure such requirement within the confines of the Infor WFM software and cloud instance.

15. TRAVEL EXPENSES

15.1. Travel shall be included in the maximum hourly wages for fixed fee engagements.

15.2. Daily lodging rates shall be in accordance with GSA Published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities. All related travel costs shall be approved in advance by the State. Contractor will provide monthly invoicing for time & material reimbursements.

15.2.1. The following list is representative of local venues honoring government rates.

15.2.1.1. Hampton Inn

15.2.1.2. Holiday Inn

15.2.1.3. Fairfield Inn

15.2.1.4. Comfort Inn

15.2.1.5. Residence Inn

15.2.1.6. Best Western

15.2.2. Meals & Incidentals shall not exceed the GSA published rates (Per Diem Rates | GSA) for Concord New Hampshire, Merrimack County or local surrounding communities unless approved in advance by the State.

15.2.3. Vehicle rentals associated with on-site contractor resources shall be limited to compact size vehicles unless previously approved by the State.

16. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

16.1. State will request quotations by providing a Work Order Request describing the services required and the applicable technical qualifications. The quoted hourly rates shall not exceed the rates established under Consulting Services Rates below.

16.2.

Consulting Services Rates	
Role	Rates (USD)/Hour
Executive Lead	\$400.00
Director	\$265.00
Manager	\$250.00
Architect	\$255.00
Specialist	\$245.00
Consultant	\$225.00

17. INVOICE

- 17.1. For consulting services and any products purchased, itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 17.2. Payment of the applicable subscription fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Contractor shall only submit invoices for Services or Deliverables as permitted by the contract.
- 17.3. The State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt, and in any event, payment must be made annually in advance of the start of each annual term. Invoices will not be backdated and shall be promptly dispatched prior to the start of each annual term.
- 17.4. The annual subscription invoice shall be sent to the following address:

Alex Stone
Director, Division of Enterprise Applications Management
Department of Administrative Services
25 Capitol Street, Rm 430
Concord, NH 03301

18. PAYMENT

- 18.1. Payment: Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.
- 18.2. Overpayments to Contractor: Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.
- 18.3. Credits: The State may apply credits due to the State arising out of this contract, against Contractor's invoices with appropriate documentation attached.

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 AXSIUM GROUP LTD. is a Ontario Profit Corporation registered to transact business in New Hampshire on March 24, 2020. 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: 839076

Certificate Number: 0006074937



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 January A.D. 2023.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State

2023 ANNUAL REPORT

Filed
 Date Filed: 2/28/2023
 Effective Date: 2/28/2023
 Business ID: 839076
 David M. Scanlan
 Secretary of State

BUSINESS NAME: AXSIUM GROUP LTD.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 839076
STATE OF INCORPORATION: Ontario

PREVIOUS PRINCIPAL OFFICE ADDRESS	PREVIOUS MAILING ADDRESS
77 Mowat Avenue Suite 400 Toronto, ONTARIO, M6K 3, CAN	77 Mowat Avenue Suite 400 Toronto, ONTARIO, M6K 3, CAN

NEW PRINCIPAL OFFICE ADDRESS	NEW MAILING ADDRESS
10 Four Seasons Place Suite 1000 Toronto, ONTARIO, M9B 6H7, CAN	10 Four Seasons Place Suite 1000 ONTARIO, M9B 6H7, CAN

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: INCorp SERVICES, INC. (420703)
REGISTERED AGENT OFFICE ADDRESS: 152 S Mast Street Goffstown, NH, 03045, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Workforce management consulting and software implementation services	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Robert Clements	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	President
David Honicky	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Secretary
Robert Elements	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Treasurer
David R Shaw	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Chairman of the Board of Directors
David R Shaw	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Director
Guy Burry	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Director
Robin Merritt	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Director
Johannes Tjiang	10 Four Seasons Place, Suite 1000, Toronto, ON, M9B 6H7, CAN	Other Officer

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.



State of New Hampshire
Department of State
2023 ANNUAL REPORT

Filed
Date Filed: 2/28/2023
Effective Date: 2/28/2023
Business ID: 839076
David M. Scanlan
Secretary of State

Title: Authorized Signer
Signature: David Honicky
Name of Signer: David Honicky

RESOLUTION OF THE DIRECTORS

OF

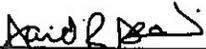
AXSIUM GROUP LTD.
(the "Corporation")

1. STATE OF NEW HAMPSHIRE CONTRACT

WHEREAS: the directors of the Corporation have reviewed contract terms to be entered into between the Corporation and State of New Hampshire ("Agreement").

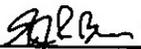
BE IT RESOLVED THAT: David Honicky, Secretary, and/or Robert Clements, CEO, are hereby authorized to execute and deliver the Agreement to State of New Hampshire on behalf of the Corporation. In addition, State of New Hampshire may rely on this resolution as evidence that the persons listed above currently occupy the position indicated and that they have full authority to bind the Corporation in this matter. This authority shall remain valid until otherwise revoked.

THE FOREGOING RESOLUTION is hereby consented to by the directors of the Corporation, as evidenced by their signatures hereto in accordance with the provisions of section 129(1) of the *Business Corporations Act* (Ontario), this 22nd day of February 2023.



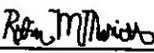
DAVID SHAW (Feb 22, 2023 20:34 EST)

David R. Shaw



Guy Burry (Feb 22, 2023 17:18 EST)

Guy Burry



Robin Merritt (Feb 22, 2023 13:49 PST)

Robin Merritt

CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD
2023/02/22

BROKER



HUB

HUB International HKMB Limited
595 Bay Street, Ste 900
Toronto, ON M5G 2E3
PHONE: 416-597-0008 FAX: 416-597-2313

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A	Chubb Insurance Company of Canada
Company B	
Company C	
Company D	
Company E	

INSURED'S FULL NAME AND MAILING ADDRESS
Axsium Group Ltd., Axsium Human Capital Solutions Limited, Axsium Human Capital Solutions Pty Limited, Axsium Group, Inc.
10 Four Seasons Place, Suite 1000
Toronto, ON M9B 6H7

COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND/OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY <input checked="" type="checkbox"/> NON-OWNED AUTOMOBILE <input checked="" type="checkbox"/> HIRED AUTOMOBILE	A	36063270	2022/04/30	2023/04/30	EACH OCCURRENCE \$ 2,000,000
					GENERAL AGGREGATE \$ 10,000,000
					PRODUCTS - COMP/OP AGGREGATE \$ 2,000,000
					PERSONAL INJURY \$ 2,000,000
					EMPLOYER'S LIABILITY \$ 2,000,000
					TENANT'S LEGAL LIABILITY \$ 2,000,000
					NON-OWNED AUTOMOBILE \$ 2,000,000
					HIRED AUTOMOBILE \$ 75,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>					BODILY INJURY PROPERTY DAMAGE COMBINED \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	A	78193094	2022/04/30	2023/04/30	EACH OCCURRENCE \$ 9,000,000
					AGGREGATE \$ 9,000,000
OTHER (SPECIFY) Technology Errors' & Omissions' / Cyber Liability	A	36063270	2022/04/30	2023/04/30	TECH ERRORS & OMISSIONS \$ 5,000,000
					CYBER - THIRD PARTY \$ 5,000,000
					CYBER - FIRST PARTY \$ 5,000,000
					\$

DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

The State of New Hampshire Department of Administrative Services is added as Additional Insured(s) to the Commercial General Liability Policy but only insofar as their legal liability arises, vicariously, out of operations performed by, or on behalf of, the Named Insured.

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire Department of Administrative Services
25 Capitol St
Concord, NH 03301

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

M. Luke

Per: _____

Page 1 of 8

Appendix #1 Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Contractor. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean the State of New Hampshire Department of Administrative Services "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Business Associate Agreement

1. Definitions

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- b. All terms not otherwise defined herein shall have the same meaning as those set forth in the HIPAA Rules.

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

- a. Business Associate shall not use, disclose, maintain or transmit PHI except as reasonably necessary to provide the services set forth in this Agreement or as required by law.
- b. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.
- d. Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of Business Associate. To the extent Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (a) 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 (b) an agreement from such third party to notify Business Associate of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- e. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity.
- f. Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate shall de-identify the PHI in a manner agreed upon by Business Associate and Covered Entity. Uses and disclosures of the de-identified information shall be limited to those consistent with the provisions of this Agreement.

- g. Business Associate shall not, unless such disclosure is reasonably necessary to provide services outlined in the Agreement, disclose any PHI in response to a request for disclosure on the basis it is required by law without first notifying Covered Entity. In the event Covered Entity objects to the disclosure it shall seek the appropriate relief and the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- h. Covered Entity may from time to time agree, pursuant to 45 CFR 164.522, to be bound by additional restrictions over and above those uses, disclosures and security safeguards of PHI outlined in the HIPAA Rules. Covered Entity shall notify Business Associate, in writing, of any such agreements. Business Associate agrees to be bound by any such additional restrictions.

3. Obligations and Activities of Business Associate

- a. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. 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 PHI, ePHI, or Unsecured PHI as required by 45 CFR 164.410.
- c. Business Associate shall report a breach or a potential breach to Covered Entity upon discovery of any such incident. Business Associate will handle breach notifications to individuals, the United States Department of Health and Human Services Office for Civil Rights, and, where applicable, the media. Should it be necessary to notify the media of any such breach, Business Associate will ensure that Covered Entity will receive notice of the breach prior to such incident being reported to the media.
- d. Business Associate shall, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure, as evidenced in writing, that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, including the duty to return or destroy PHI. Covered Entity shall be considered a direct third party beneficiary of Business Associate's corresponding business associate agreements with any of its contracted business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates.
- e. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- f. Business Associate shall make available all of its internal practices, policies and procedures, books and records to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Rules.
- g. Within five (5) business days of receiving a written request from Covered Entity, Business Associate shall make available to the Covered Entity during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI for the purpose of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

Individual Rights and PHI

- h. Access
 - i. Business Associate shall respond to an individual's request for access to his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with regard to

PHI that Business Associate and/or its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.

- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals to invoke a right of access under the HIPAA Privacy Regulation by performing the following functions:
 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), any PHI about the individual created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), for inspection and obtaining copies so that Covered Entity may meet its access obligations under 45 CFR 164.524, and, where applicable, the HITECH Act. Business Associate shall make such information available in an electronic format where required by the HITECH Act.

i. Amendment

- i. Business Associate shall respond to an individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity to invoke a right to amend under the HIPAA Privacy Regulation by performing the following functions:
 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate shall amend any portion of the PHI created or received for or from Covered Entity in Business Associate's custody or control (and/or the custody or control of its subcontractors), so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

j. Disclosure Accounting

- i. Business Associate shall respond to an individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, if the request is communicated to the Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to a request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests made to Covered Entity by individuals or their personal representatives to invoke a right to an accounting of disclosures under the HIPAA Privacy Regulation by performing the following functions so that Covered Entity may meet its disclosure accounting obligation under 45 CFR 164.528:

iii. Disclosure Tracking

1. Business Associate shall record each disclosure that Business Associate makes of individuals' PHI, which is not excepted from disclosure accounting under Section II.C.2.b.
2. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 Code of Federal Regulations §164.502(a)(2)(ii) or §164.512. Disclosure Information also includes any information required to be provided by the HITECH Act.
3. For repetitive disclosures of individuals' PHI that Business Associate makes for a single purpose to the same person or entity (including to Covered Entity or Employer), Business Associate may record (a) the Disclosure Information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

iv. Exceptions from Disclosure Tracking

1. Business Associate shall not be required to record Disclosure Information or otherwise account for disclosures of individuals' PHI (a) for Treatment, Payment or Health Care Operations, (except where required by the HITECH Act, as of the effective dates of such requirements) (b) to the individual who is the subject of the PHI, to that individual's personal representative, or to another person or entity authorized by the individual (c) to persons involved in that individual's health care or payment for health care as provided by 45 Code of Federal Regulations § 164.510, (d) for notification for disaster relief purposes as provided by 45 Code of Federal Regulations § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, (h) as part of a limited data set in accordance with 45 CFR 164.514(e), or (i) that occurred prior to Covered Entity's compliance date.

v. Disclosure Tracking Time Periods

1. Unless otherwise provided by the HITECH Act and/or any accompanying regulations, Business Associate shall have available for Covered Entity the Disclosure Information required by Section 3.j.iii.2 above for the six (6) years immediately preceding the date of Covered Entity's request for the Disclosure Information.

k. Provision of Disclosure Accounting

1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will make available to Covered Entity, or at Covered Entity's direction to the individual (or the individual's personal representative), the Disclosure Information regarding the Individual, so Covered Entity may meet its disclosure accounting obligations under 45 CFR 164.528 and the HITECH Act.

l. Confidential Communications

- i. Business Associate shall respond to an individual's request for a confidential communication as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual or the individual's personal representative. Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation. If an individual's request, made to Business Associate, extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate shall refer individual to Covered Entity. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Covered Entity.
- ii. In addition, Business Associate shall assist Covered Entity in responding to requests to it by individuals (or their personal representatives) to invoke a right of confidential communication under the HIPAA Privacy Regulation by performing the following functions:
 1. Upon receipt of written notice (including fax and email) from Covered Entity, Business Associate will begin to send all communications of PHI directed to the individual to the identified alternate address so that Covered Entity may meet its access obligations under 45 CFR 164.524.

m. **Restrictions**

- i. Business Associate shall respond to an individual's request for a restriction as part of Business Associate's normal customer service function, if the request is communicated to Business Associate directly by the individual (or the individual's personal representative). Business Associate shall respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Privacy Regulation.
- ii. In addition, Business Associate shall promptly, upon receipt of notice from Covered Entity, restrict the use or disclosure of individuals' PHI, provided the Business Associate has agreed to such a restriction. Covered Entity agrees that it will not commit Business Associate to any restriction on the use or disclosure of individuals' PHI for treatment, payment or health care operations without Business Associate's prior written approval.

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 § 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 to use or disclose his or her PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 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. **Term and Termination**

- a. The term of this Business Associate Agreement shall be consistent with the underlying Agreement.
- b. 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. 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.
- c. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in this Agreement which applied prior to termination; and
 - v. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- d. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

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 HIPAA Rules 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 compliance with the requirements of the HIPAA Rules and any other applicable 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 interpreted to permit compliance with the HIPAA Rules.
- e. **Segregation.** If any term or condition of this Business Associate Agreement 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 Business Associate Agreement are declared severable.

- f. Survival. Provisions in this Business Associate Agreement regarding the use and disclosure of PHI and the return or destruction of PHI shall survive the termination of the underlying Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

The State of New Hampshire

Shee L Rockburn

Signature of Authorized Representative

Shee L Rockburn

Name of Authorized Representative

Asst. Commissioner

Title of Authorized Representative

3/30/23

Date

Axsium Group Ltd.

David a. Honicky

Signature of Authorized Representative

David Honicky

Name of Authorized Representative

EVP Business Affairs

Title of Authorized Representative

February 28, 2023

Date