MLC

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

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

82

May 26, 2023

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

REQUESTED ACTION

The NH Department of Corrections (NHDOC) to enter a **sole source** contract with Abilis Solutions Corp. (VC# 153240) of 22 Monument Square, Suite 202, Portland, ME 04101 in the amount of $2,204,953.91, to provide maintenance and service for the Department's Offender Management System (CORIS) production environments [Version 4 (legacy) will transition to Version 8 fully managed service as part of the DOIT 2023-049 contract upgrade project running concurrently], effective upon Governor and Executive Council approval for the period of July 1, 2023 through June 30, 2028. 100% Other (Agency Class 27) Funds: The agency Class 27 funds used by the NHDOC to reimburse DoIT is 100% General Funds.

Funds are anticipated to be available in account Class 027 01-03-03-030010-7646-DOIT-IT for Fiscal Years 2024, 2025, 2026, 2027 and 2028 upon the continued appropriation of funds in future operating budgets with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

Abilis Solutions Corp Account	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
010-03-03-030010-7646-DOIT-IT for DOC-038-509038 Software-03460010	$ 320,801.86	$352,882.05	$300,000.00	$309,000.00	$318,270.00
010-03-03-030010-7646-DOIT-IT for DOC-038-500465 Software-03460010	$110,000.00	$110,000.00	$128,000.00	$128,000.00	$ 128,000.00
Totals	**$430,801.86**	**$462,882.05**	**$428,000.00**	**$437,000.00**	**$ 446,270.00**
				GRAND TOTAL	**$ 2,204,953.91**

EXPLANATION

The Department is requesting a **sole source** contract as Abilis Solutions Corp. is the sole developer and implementer of the Department's CORIS system, a proprietary software application that is the Department's primary source of electronic record keeping and data files of the residents who are under the care and jurisdiction of the Department.

Costs to maintain our custom Version 4 legacy system have continued to increase and are similarly impacted by recent exceptional rates of inflation. Consequently, the Department is already undertaking a project to upgrade from Version 4 to Version 8 (DOIT 2023-049). Upgrading from our custom system to a Commercial Off The Shelf (COTS) managed service will help defray future cost increases in addition to the myriad of operational benefits and indirect cost savings.

As the sole user, CORIS Version 4 enhancements must currently be funded entirely by New Hampshire. As a product version, CORIS Version 8 enhancements may optionally be funded through a cooperation of jurisdictions including Virginia, Idaho, New Mexico, federal jurisdictions in Australia and Canada, and others. The pricing structure of this contract reflects a moderate direct cost savings when transitioning from Version 4 to Version 8 for FY26 despite the increased utility.

The Department is therefore requesting this **sole source** contract to allow the continued use and operation of the application of CORIS as it is used by the Department's business units in the day-to-day management of the population it serves. Functions include, but are not limited to, security functions, resident records such as classifications, housing, finances, education, reports, and programs.

In addition to the rationale above, we have analyzed national costs by other departments of corrections for similar software procurements: Indiana DOC awarded a contract for a 5-year implementation plan at 11.3 million, total cost of ownership with 3 years support for a total of 17.3 million; Michigan DOC has a 10-year implementation plan and support for 37.6 million; and Arizona DOC has a 5-to-6-year implementation plan for a total of 30 million dollars. Our proposal to continue the support and maintenance of existing useful infrastructure remains the fiscally responsible decision for the Agency and the State of New Hampshire.

Respectfully Submitted,

Helen E. Hanks
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

May 25, 2023

Helen E. Hanks, Commissioner
NH Department of Corrections
State of New Hampshire
Concord, NH 03301

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Abilis Solutions Corp. as described below and referenced as DoIT No. 2023-083.

> The purpose of this request is to enter into a contract with Abilis Solutions Corp. as the developer and implementer of the Department of Correction's CORIS system, which is a proprietary software application that is the Department of Correction's primary source of electronic record keeping and data files for residents who are under the care and jurisdiction of the Department of Corrections.
>
> The Price Limitation will be $2,204,953.91, effective upon Governor and Executive Council approval through June 30, 2028.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2023-083

cc: Michael O'Neil, Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
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HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

May 16, 2023

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

Requested Action and Explanation
Contract Number 2023-083

Requested Action

The NH Department of Corrections (NHDOC) is seeking to enter a **sole source** contract with Abilis Solutions Corp. (VC# 153240) of 22 Monument Square, Suite 202, Portland, ME 04101 to provide maintenance and service for the Department's Offender Management System (CORIS) production environments. Version 4 (legacy) will transition to Version 8 fully managed service as part of the DOIT 2023-049 contract upgrade project running concurrently.

Explanation

The Department is requesting a **sole source** contract as Abilis Solutions Corp. is the sole developer and implementer of the Department's CORIS system, a proprietary software application that is the Department's primary source of electronic record keeping and data files of the residents who are under the care and jurisdiction of the Department.

Costs to maintain our custom Version 4 legacy system have continued to increase and are similarly impacted by recent exceptional rates of inflation. Consequently, the Department is already undertaking a project to upgrade from Version 4 to Version 8 (DOIT 2023-049). Upgrading from our custom system to a Commercial Off The Shelf (COTS) managed service will help defray future cost increases in addition to the myriad of operational benefits and indirect cost savings.

As the sole user, CORIS Version 4 enhancements must currently be funded entirely by New Hampshire. As a product version, CORIS Version 8 enhancements may optionally be funded through a cooperation of jurisdictions including Virginia, Idaho, New Mexico, federal jurisdictions in Australia and Canada, and others. The pricing structure of this contract reflects a moderate direct cost savings when transitioning from Version 4 to Version 8 for FY26 despite the increased utility.

The Department is therefore requesting this **sole source** contract to allow the continued use and operation of the application of CORIS as it is used by the Department's business units in the day-to-day management of the population it serves. Functions include, but are not limited to, security functions, resident records such as classifications, housing, finances, education, reports, and programs.

In addition to the rationale above, we have analyzed national costs by other departments of corrections for similar software procurements: Indiana DOC awarded a contract for a 5-year implementation plan at 11.3 million, total cost of ownership with 3 years support for a total of 17.3 million; Michigan DOC has a 10-

year implementation plan and support for 37.6 million; and Arizona DOC has a 5-to-6-year implementation plan for a total of 30 million dollars. Our proposal to continue the support and maintenance of existing useful infrastructure remains the fiscally responsible decision for the Agency and the State of New Hampshire.

Funding Information

The price limitation for this contract is in the amount of $2,204,953.91. All funds are budgeted at 100% Other (Agency Class 27) funds: The Agency Class 027 used by the NH DOC to reimburse DoIT for this maintenance service is 100% General Funds.

Planned Version in Production	CORIS V4 Production		NHDOC CORIS V8 Production		
	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Fixed					
Software Maintenance and Support	$ 320,801.86	$ 352,882.05	$ -	$ -	$ -
SaaS Subscrption Services (incl. Support)			$ 280,000.00	$288,400.00	$297,052.00
Azure Management Services			$ 20,000.00	$ 20,600.00	$ 21,218.00
Total Fixed	$ 320,801.86	$ 352,882.05	$ 300,000.00	$309,000.00	$318,270.00
Variable					
Change Requests @ $150/hr	$ 110,000.00	$ 110,000.00	$ -	$ -	$ -
Change Requests @ $1200/person days	$ -	$ -	$ 108,000.00	$108,000.00	$108,000.00
CORIS Mobile Support Services			$ 20,000.00	$ 20,000.00	$ 20,000.00
Total Variable	$ 110,000.00	$ 110,000.00	$ 128,000.00	$128,000.00	$128,000.00
Grand total	$ 430,801.86	$ 462,882.05	$ 428,000.00	$437,000.00	$446,270.00

Prior Related Actions

Document Type	Document Date	Contract DoIT Number	G&C Date	Rid #	Contract Start Date	Contract End Date
Amendment - A	May 8, 2019	2015-120A	June 5, 2019, # 73	40163	June 29, 2019	June 30, 2023
Sole-Source Contract	May 14, 2015	2015-120	June 10, 2015, # 52	16909	April 1, 2015	June 30, 2019
Amendment - D	May 10, 2013	2004-024D	June 19, 2013, # 141	13690	April 1, 2013	March 31, 2015
Amendment - C	June 9, 2008	2004-024C	June 25, 2008, # 90	6469	April 1, 2009	March 31, 2013
Amendment - B	September 26, 2007	2004-024B	October 17, 2007, # 43	5431	April 1, 2007	March 31, 2009
Amendment - A	October 28, 2005	2004-024A	December 7, 2005, # 37	Project #72	April 1, 2005	March 31, 2007
Contract-Contract	February 22, 2005	2004-024	March 9, 2005, #26A	Project #72	April 1, 2005	March 31, 2007

Open Standards

This sole-source contract for the existing offender management system that is currently in place, CORIS, a proprietary software to the contractor, Abilis Solutions Corp.

Impact on Other State Agencies and Municipalities

There is no impact on any other state agency.

CONTACT PERSON:

Michael O'Neil
Director, Agency Software Division
64 South Street
Concord, NH 03301
Telephone: (603) 230-3456
Email: michael.w.oneil@doit.nh.gov

CERTIFICATION

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

Respectfully submitted,

Michael O'Neil
Director, Agency Software Division
Department of Information Technology

Approved by:

Helen E. Hanks
Commissioner
NH Department of Corrections

Contract Number: 2023-083

cc: DoIT Representative (IT Lead for the Agency) – Vacant— michael.w.oneil@doit.nh.gov
DoIT Contracts and Procurements Manager – Ryan.H.Aubert1@doit.nh.gov

STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS:
2023-083 DOC CORIS MAINTENANCE

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-083 - DOC CORIS MAINTENANCE
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-083 - DOC CORIS MAINTENANCE
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Corrections		1.2 State Agency Address P.O. Box 1806, 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name Abilis Solutions Corp.		1.4 Contractor Address 22 Monument Square, Suite 202 Portland, ME 04101	
1.5 Contractor Phone # (207) 774-2104	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2028	1.8 Price Limitation $2,204,953.91
1.9 Contracting Officer for State Agency Helen E. Hanks		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature Date: May 11, 2023		1.12 Name and Title of Contractor Signatory Alain Elbaz, President	
1.13 State Agency Signature Date: 5/16/2023		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: May 30, 2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.
15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.
17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.
20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.
21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.
22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.
24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A - SPECIAL PROVISIONS

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

5. CONTRACT PRICE LIMITATION/PAYMENT

A.5 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 Insert 5.5 to read: "The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. 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."

8. EVENT OF DEFAULT/REMEDIES

A.8 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.2.5 Insert 8.2.5 to read: "Give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract."

9. TERMINATION

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

9.1 To read: "Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided."

9.2 Termination Procedure

9.2.1 Insert 9.2.1 to read: "Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated."

9.2.2 Insert 9.2.2 to read: "After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

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

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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

d. Take no action to intentionally erase any State data until directed by the State;

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

f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;

g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after one hundred eighty (180) days has erased all State data."

9.2.3 Insert 9.2.3 to read: "If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services")."

9.2.4 Insert 9.2.4 to read: "This covenant in paragraph 9 shall survive the termination of this Contract."

10. DATA/ACCESS/CONFFIDENTIALITY/PRESERVATION

A.10 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 Insert 10.4 tor read: "In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or

on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), 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."

10.4.1 Insert 10.4.1 to read: "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."

10.5 Insert 10.5 to read: "Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof; 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; 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

is disclosed with the written consent of the disclosing Party."

10.6 Insert 10.6 to read: "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."

10.7 Insert 10.7 to read: "Contractor Confidential Information. 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."

10.8 Insert 10.8 to read: "This covenant in paragraph 10 shall survive the termination of this Contract."

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS

A. 12 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 Insert 12.3 to read: "In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of: continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors, or assigns."

14. INSURANCE

A. 14 Provision 14, Insurance

14.3 To modify the Form P-37, General Provisions, Section 14. Insurance, paragraph 14.3, by changing the second to last sentence of the clause to read: "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

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

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

"The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware."

28. GOVERNMENT APPROVALS

"Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract."

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:
State of New Hampshire, DEPARTMENT OF CORRECTIONS Contract Agreement DOC CONTRACT 2023-xyz.
Vendor Proposal to DEPARTMENT OF CORRECTIONS dated August 24, 2022, by reference.
Contractor Certificates, Attachments - 1 (see Exhibit G)
Contractor Obligations, Attachments – 2 (see Exhibit G)

30. CONTRACT TERM

The contract shall begin on July 1, 2023 and extend through June 30, 2028. The Term may be extended up to five years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term.

Remainder of this page intentionally left blank.

EXHIBIT B – STATEMENT OF WORK (SOW) MAINTENANCE AGREEMENT

The Statement of Work, Maintenance Agreement set forth below:

STATEMENT OF WORK

Concurrent to existing work RE: 2023-049 DOC to complete a system upgrade from CORIS version 4 to version 8, Vendor agrees to maintain and service V4 system, and provide ongoing maintenance and support for V8. V4 maintenance will not conclude until V8 is production-ready and launched into production with the approval of DOC.

BUSINESS/TECHNICAL REQUIREMENTS

2.1 Compliance Requirements
Contractor Certificates are identified in Exhibit G: Attachment 1

2.2 Compliance Obligations
Contractor Obligations are identified in Exhibit G: Attachment 2

MAINTENANCE AGREEMENT FOR CORIS V4

3.1 Maintenance Agreement for CORIS V4

It is agreed that the scope of activity required to support New Hampshire CORIS® V4 resulting in additional maintenance and support to be provided is as follows in the chart below:

Remainder of this page intentionally left blank.

DELIVERABLE REVIEW AND ACCEPTANCE

[illegible]	[illegible]	[illegible]	[illegible]
1	Maintain the System Software in accordance with the Specifications and Terms of the Contract.	Non-Software	Ongoing
2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	Software	Ongoing
3	Abilis shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational. Service from Abilis is available 24 hours a day, 7 days a week for all Class A deficiencies as defined by the State.	Non-Software	Ongoing
4	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	Written	Ongoing
5	For all Service calls, the Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	Written	Ongoing
6	The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	Non-Software	Ongoing
7	All Deficiencies found shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State and at no additional cost to the State.		Ongoing

Vendor will provide technical support and system maintenance to NH Department of Corrections Offender Management System (CORIS® V4), in addition to system enhancements as requested by the State.

If requested by the State, Vendor shall provide to the State software development services which may be used to provide functional enhancements to the State – installed modules, as directed and prioritized by the State.

Change requests and Problem reports will be prioritized together, to provide a complete view of the prioritized workload applicable to this agreement.

Vendor will ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's information technology resources, information, and services.

3.2 Deliverable for CORIS® V4 Support and Maintenance
This support activities associated with CORIS® Maintenance and Production Support provided by Abilis to New Hampshire DOC for the period from July 1, 2023, until CORIS® V8 is implemented.

3.3 Warranty
Corrections to defects will be provided under the terms of CORIS® Maintenance as described in the Service Level Agreement (SLA) section below.

3.4 Service Level Agreement (SLA)
This section describes the terms of our service level agreement with the DOC.

The defect and issue remediation process are based upon defined service levels (time periods) based on the severity of the issue as assigned by the DOC. In all cases a service ticket will be opened by the DOC in the ticket tracking tool (as per the agreed tracking mechanism) to track and manage the issue to resolution.

3.4.1 Severity Levels Overview

Severity	Level	Impact	Definition	Target Resolution
Critical	1	Very High Business Impact	Service is down or unavailable	Hotfix for the release where the bug was discovered. Several hotfixes might be combined into one hotfix.
High	2	High Business Impact	Service is operational but highly degraded	Patch or next release, as long as, the defect is identified at least 10 days before the code freeze of that patch or that release.
Moderate	3	Moderate Business Impact	Non-critical loss of use	Defects will be prioritized and scoped in collaboration with the client for future releases within the next 12 months.
Minor	4	Minor Business Impact	Cosmetic issues or small number of users	Defects will be prioritized and scoped in collaboration with the client for future releases within the next 18 months.
Nice to Have	5	No Business Impact	Information requests etc.	Change Request.

3.4.2 Definition of Issue Severity Levels

SEVERITY	TYPE	DESCRIPTION
1	CRITICAL IMPACT	TECHNICAL: CRITICAL IMPACT PROBLEM WITH SYSTEM DOWN, BUSINESS OUTAGE, OR IMMEDIATE WORK STOPPAGE THAT THREATENS CURRENT AND FUTURE PRODUCTION. OPERATIONAL: THE DOC CANNOT PROCEED WITH ACTIVITIES AS PLANNED BECAUSE THE SERVICE IS DOWN. NO WORK AROUND IS AVAILABLE. (I.E.: THE ENVIRONMENT IS DOWN; USER LOGINS ARE TIMING OUT)
2	HIGH IMPACT	TECHNICAL: HIGH-IMPACT PROBLEM WHERE PRODUCTION IS PROCEEDING, BUT IN A SIGNIFICANTLY IMPAIRED FASHION; A PROBLEM WITH A TIME-SENSITIVE ISSUE IMPORTANT TO LONG-TERM PRODUCTIVITY THAT IS NOT CAUSING IMMEDIATE WORK STOPPAGE. OPERATIONAL: HIGH-IMPACT ISSUES WITH NO REASONABLE WORKAROUND, THE DOC'S ABILITY TO PROCEED WITH ACTIVITIES AS PLANNED IS SEVERELY IMPAIRED. (I.E.: OFFENDER SEARCH CAUSES AN APPLICATION ERROR)
3	MODERATE IMPACT	TECHNICAL: MODERATE-IMPACT PROBLEM FOR WHICH A REASONABLE WORKAROUND DOES EXIST. MODERATE-IMPACT PROBLEM THAT IS AN IMPORTANT ISSUE BUT DOES NOT HAVE SIGNIFICANT CURRENT PRODUCTIVITY IMPACT. OPERATIONAL: THE DOC CAN PROCEED AND COMPLETE OPERATIONAL TASKS. MODERATE-IMPACT ISSUES WITH DOCUMENT DELIVERY, TURN AROUND, QUALITY, CHANGING WORK TYPES ON A DOCUMENT OR OTHER SERVICE-RELATED ISSUES THAT HAVE A MAJOR CUSTOMER IMPACT. (I.E.: MISSING OR MISLEADING ERROR MESSAGES; INCORRECTLY SORTED RECORDS.)
4	MINOR IMPACT	TECHNICAL: MINOR INCONVENIENCE REQUIRING EVENTUAL, BUT NOT IMMEDIATE RESOLUTION. OPERATIONAL: MINOR DOC INCONVENIENCE IMPACTING SOME REPORTS, BUT NOT ALL. THIS WOULD INCLUDE ITEMS SUCH AS DUAL SIGNATURE ISSUES, ADDING A PHYSICIAN STANDARD, MINOR EDIT, OR OTHER MINOR SERVICE-RELATED ISSUES. (I.E.: MISSPELLED ERROR MESSAGES)
5	ENHANCEMENT	REQUESTED SYSTEM OR INTERFACE REQUEST, FEATURES OR FUNCTIONS REQUIRED BY DOC, PRODUCT ENHANCEMENT, PRODUCT DEFECTS.

3.5 Service Level Agreement Issue Management

Each month, Abilis will produce a report that details the outstanding issues by severity, along with the target for resolution based on the service levels

outlined in this agreement. This report will also include issues that cannot be reproduced by Abilis and issues that are identified as changes to functionality and are potential Change Requests.
A governance meeting will be held each month on a predetermined schedule a few days after the report is delivered to the AGENCY to review and discuss any potential issues or concerns.

There are a number of other relevant issue management concerns, along with their resolutions, outlined below:

- Issues that cannot be reproduced by Abilis – The target delivery release, based on the service level agreement for the severity, will be assigned when the ticket is created; however, if the issue cannot be reproduced, the ticket will be placed on hold, the target delivery release will be removed, and the issue ticket will not be tracked against the service level agreement. Tickets of this type will be reviewed with AGENCY during the monthly governance meeting outlined above.
- Severity Changes (e.g., medium changed to high - impacts SLA dates) – The target delivery release based on the service level agreement for the severity will be reset based on the date the priority was changed.
- In cases where an issue ticket was fixed but failed for a different case (untested condition with a corresponding failure), a new issue ticket will be opened for the different case. An untested or unidentified condition, with a corresponding failure and a different result, should be entered as a separate ticket, whether the new defect was discovered at the same time as the first issue or in retesting the first issue.
- If an issue ticket is updated with more information, that increases the scope of the original ticket and the target delivery release based on the service level agreement for the severity will be reset based on the date the additional information was provided.
- Tickets will be allocated a severity by AGENCY based on the impact of the ticket, as outlined in the SLA section of this agreement. Management of ticket delivery by Abilis will be based on the severity and the expected delivery of the resolution based on the service levels described in this agreement; however, in exceptional circumstances, the AGENCY, with agreement from Abilis, may negotiate the resolution of an issue earlier than determined by the SLA by trading an item of similar size to be resolved later. Client issue tickets – Issue tickets that contain multiple issues can no longer be accepted.

3.6 Production Support Activity

In addition to monitoring the issue tracking system and providing defect corrections as described above, Abilis shall engage in the following activities to support the CORIS® Production environment:

- Senior Abilis technical personnel shall participate with New Hampshire DOC technical personnel in ad hoc Technical Touch-point Conference Call

in order to review and discuss current operational issues and concerns and to discuss plans for the production environment.

- Abilis development and senior technical personnel shall be available by telephone during regular business hours to answer questions and provide support to New Hampshire DOC production support personnel when a production issue requires immediate assistance.
- Abilis development and senior technical personnel shall be available by telephone at any reasonable time provided that such availability is arranged in advance in order to assist New Hampshire DOC production support personnel. This support is generally arranged and provided when a new release is due to go into production or when New Hampshire DOC plans to make a significant change in their production environment.
- In the event of a serious production issue (e.g., production is halted, or performance is seriously degraded) reported by New Hampshire DOC, Abilis development and senior technical personnel shall be Assembled as required to provide immediate and ongoing telephone and electronic support and advice for the duration of the incident until such serious production issue has been resolved. This support shall include but is not limited to reviewing trace logs and other diagnostic information, creating additional trace information, or proposing other diagnostic steps in order to identify the source of the issue, and proposing actions to be taken by New Hampshire DOC personnel to mitigate or resolve the issue.
- Provided that New Hampshire DOC undertakes to provide Abilis with access to diagnostic information, Abilis shall:
- Review and analyze log files and the additional monitoring items on a weekly basis, looking for any changes in the CORIS® baseline or other indications of problems with the application.
- Provide a weekly status report to New Hampshire DOC with the result of the analysis, including an action plan for remediation of issues found.
- Periodically request that New Hampshire DOC activate the Database Tracing Tool to provide procedure call tracing from the production environment; the data generated will be replicated to the monitoring server, and Abilis will use the collected data to establish a baseline for the production and UAT versions of the application.
- Following deployment of a new Release, request that New Hampshire DOC activate the Database Tracing Tool for 1-2 days to establish changes from baseline and determine if any adverse impacts have been introduced by the new Release.

3.7 CORIS® Users

As per our licensing agreement, the use of CORIS® should be restricted to designated persons and/or members authorized by New Hampshire DOC. User access should follow security protocols to comply with security standards and protect the integrity of the database. It is agreed that New Hampshire DOC shall be responsible to control the restricted access and use of CORIS®.

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Maintenance Agreement for CORIS V8

It is agreed that the scope of activity required to support New Hampshire CORIS® functionality has been delivered in the releases summarized in Section 5 ' below, resulting in additional maintenance and support to be provided in line with these enhancements.
These support activities associated with CORIS® Maintenance, CORIS Upgrade, and Production Support provided by Abilis to New Hampshire DOC for the period anticipated from July 1, 2025.
New Hampshire DOC will receive, as part of its CORIS® subscription, regular project updates. Under the terms of the CORIS® V8 subscription, the New Hampshire DOC benefits from time to time from the availability of CORIS® product enhancements developed in responding to feedback from CORIS agencies, thereby incorporating agencies best practices and other operational knowledge resources, as and when such enhancements are incorporated into a given a product update in the form of new features or modules (each, a "CORIS® Enhancement"). Notwithstanding any provisions to the contrary, standard CORIS® Enhancements (such as added fields) shall be furnished to New Hampshire DOC at no additional cost and released into the New Hampshire DOC production environment in a non-activated state by default. At any time following each release that contains a CORIS® Enhancement, New Hampshire DOC will be able to activate such CORIS® Enhancement at its sole discretion. Please note that professional activities on the part of Abilis might be required to configure and eventually customize and train end-users regarding the activation of each such CORIS® Enhancement. Any such professional activities undertaken by Abilis shall be addressed through the standard Change Request process. For example, should NHDOC choose to activate a module developed for another customer, NHDOC shall pay a portion of the effort for development of the module as well as any configuration, data migration, or other activities included in deployment.
This approach aims to provide a state-of-the-art solution that better supports the aforementioned increased scope of activity, meets the industry standards, avoids obsolescence, and addresses the ongoing requirements of the DOC for enhanced OMS functionality.

4.2 Warranty

Corrections to defects will be provided under the terms of CORIS® Maintenance as described in the Service Level Agreement (SLA) section below.

4.2 Service Level Agreement (SLA)

This section describes the terms of our service level agreement with the DOC.

The defect and issue remediation process are based upon defined service levels (time periods) based on the severity of the issue as assigned by the DOC. In all cases a service ticket will be opened by the DOC in the ticket tracking tool (as per the agreed tracking mechanism) to track and manage the issue to resolution.

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5	ENHANCEMENT	REQUESTED SYSTEM OR INTERFACE REQUEST, FEATURES OR FUNCTIONS REQUIRED BY DOC, PRODUCT ENHANCEMENT, PRODUCT DEFECTS.

4.2.3 Service Level Agreement Issue Management

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- Severity Changes (e.g., medium changed to high - impacts SLA dates) – The target delivery release based on the service level agreement for the severity will be reset based on the date the priority was changed.

- In cases where an issue ticket was fixed but failed for a different case (untested condition with a corresponding failure), a new issue ticket will be opened for the different case. An untested or unidentified condition, with a corresponding failure and a different result, should be entered as a separate ticket, whether the new defect was discovered at the same time as the first issue or in retesting the first issue.
- If an issue ticket is updated with more information, that increases the scope of the original ticket and the target delivery release based on the service level agreement for the severity will be reset based on the date the additional information was provided.
- Tickets will be allocated a severity by AGENCY based on the impact of the ticket, as outlined in the SLA section of this agreement. Management of ticket delivery by Abilis will be based on the severity and the expected delivery of the resolution based on the service levels described in this agreement; however, in exceptional circumstances, the AGENCY, with agreement from Abilis, may negotiate the resolution of an issue earlier than determined by the SLA by trading an item of similar size to be resolved later.
- Client issue tickets – Issue tickets that contain multiple issues can no longer be accepted.

4.3 CORIS® V8 Product Maintenance and Upgrades

4.3.1 Release Management

Abilis shall deliver a minimum of three CORIS® V8 Product Maintenance Releases each year. Abilis shall make commercially reasonable efforts to combine CORIS® V8 Maintenance Releases with New Hampshire CORIS® Custom Maintenance (defined below) in order to minimize UAT activities. Section 6 provides a sample release schedule, and it should be noted that the quality and the time taken by the DOC to complete User Acceptance Testing is a critical component of the ability of Abilis to deliver three releases per year.

CORIS® V8 Maintenance Releases, by providing on-going technical and functional improvement to CORIS® V8 aim to avoid the technical and functional obsolescence of New Hampshire CORIS® (i.e., provide an 'evergreen' solution platform). Each CORIS® V8 Maintenance Release may include, but shall not be limited to, one or more of the following:

- Defect Corrections to meet the service level agreement and additional functionality or features requested by the DOC.
- Technical infrastructure upgrades: CORIS® V8 certification related to core third party components (e.g., Microsoft SQL-Server, Windows Operating Systems, supported Browsers, supported Mobile operating systems and devices)
- Introduction of CORIS® Enhancements, which will be delivered in a non-activated state by default and which New Hampshire DOC will be able to activate at any time at its sole discretion. Please note that professional activities on the part of Abilis might be required to configure and eventually customize and train end-users regarding the activation of each such CORIS®

Enhancement. Any such professional activities undertaken by Abilis shall be addressed through the standard Change Request process.

The schedule and content for each Maintenance Release shall be planned and agreed by Abilis and New Hampshire DOC.

4.3.2 Product Roadmap

Abilis will provide New Hampshire DOC with access to the CORIS®V8 product roadmap through the CORIS® Community website. At New Hampshire DOC's request and provided that New Hampshire DOC and Abilis reach agreement on a mutually acceptable time and date, Abilis shall provide a product demonstration to New Hampshire DOC explaining the upcoming CORIS® Enhancements in advance of their release in order to permit New Hampshire DOC to determine whether and how to activate such upcoming CORIS® Enhancements.

The New Hampshire DOC will be invited to be part of CORIS®
Community by providing feedback and participating in discussion that will contribute to the planning of new product roadmap features and priorities. These activities are conducted on a regular basis among CORIS® 's customer base.

In addition, the New Hampshire CORIS® Program Manager will be notified of any changes to existing Data Requirements, UI UX changes, or Business Rules at least six (6) weeks before the expected delivery of a release to NHDOC.

In some instances, changes may be introduced into the application for functionality that was originally developed as a response to a Change Request paid for by NHDOC. If NHDOC does not agree with or approve these changes then Abilis will create a custom modification to remove them at no cost to NHDOC and NHDOC will not incur any associated increase in custom maintenance costs for the custom modification.

4.4 Custom Annual Upgrade Management

On an annual basis, New Hampshire DOC and Abilis shall define together the technical upgrade objectives of the upcoming year as well as a release schedule. The objectives will cover custom development activities, configuration and customization of upcoming product features and professional services activities. Each and every activity to be included in a release will be defined following a standard Change Request process. Abilis will deliver a minimum of three scheduled releases per year.

Abilis and New Hampshire DOC plan to expend a minimum of 90 person-days per year of effort across all three (3) releases.

This effort will be defined, primarily by the fulfilment of Change Requests (CR) that are generated by the DOC. These changes will be billed to the DOC on the following schedule, unless agreed upon by both DOC and Abilis to change the payment process for special scenario CRs:

- DOC will submit CRs for a High-Level estimate from Abilis.
- If DOC approves High Level estimate, then Abilis will proceed to solutioning and refine cost estimates.

- If DOC does not approve High Level estimate, then Abilis will stop all analysis and no charge to client.
- After DOC has approved High Level Estimate, Abilis will begin the CR solutioning. After the solution is defined Abilis will submit to DOC:
- If CRs are not approved by DOC at this time, Abilis will bill and invoice Abilis' time actual spent on solutioning.
- If CRs are approved by DOC, Abilis will bill and invoice at 25% to the DOC at the time of approval process. Then 50% billed and invoiced when CR is delivered to UAT, and the remainder 25% when delivery to production.
- For CR's that are placed on hold, cancelled by the DOC or remain unapproved after 12 months the DOC agrees to pay for the actual time spent to date.

4.5 3rd Party Licensing Management

At each CORIS® software release Abilis will review the versions of supporting third-party software and ensure, where appropriate, that the software version being used within the DOC CORIS® environment are using the latest version. In some cases, it may not be appropriate to upgrade because of system or hardware limitation, security concerns or other impacts.

4.6 CORIS® Users

As per our subscription agreement, the use of CORIS® should be restricted to designated persons and/or members authorized by New Hampshire DOC. User access should follow security protocols to comply with security standards and protect the integrity of the database. It is agreed that New Hampshire DOC shall be responsible for controlling the restricted access and use of CORIS®.

5. CORIS® V4 Release Schedule

5.1 Release Schedule

Releases are scheduled on DOC based request in partnership with Abilis.

5.2 Development, Unit Testing and Code Freeze

The development and code freeze dates are determined by Abilis and published as part of the release schedule.

5.3 DOC User Acceptance Testing and Regression Testing

After the code freeze, NHDOC will finalize User Acceptance and Regression testing and approval before the released schedule is set.

5.4 Release Delivery

The release will be delivered to the DOC after the completion of the Regression Testing.

5.5 Patch Delivery

Approximately 2 weeks, or agreed upon timeframe, after the DOC has confirmed the completion of their User Acceptance Test, Abilis will deliver a Patch to the DOC to resolve

the critical defects identified during the UAT period. Delivery may take more or less time depending on the number and complexity of the critical defects to be resolved but the target is two weeks after the DOC completes the UAT. Note: there may be multiple patches if additional critical issues are found during the testing of the patch by the DOC.

5.6 Production Installation

After the DOC is satisfied that all critical defects have been resolved the release will be installed in the DOC production environment.

5.7 Hot Fix

The DOC will identify critical bugs after the production installation to identify critical production environment or functional issues that were not discovered during the user Acceptance Test. Abilis will create a Hot Fix to resolve these issues and deliver it to the DOC as quickly as possible.

Please note: The durations for the various activities that are described above may vary and will be agreed between the DOC and Abilis. For example, the UAT period may be extended or shortened depending on the contents of the release and/or the availability of resources.

6. CORIS® V8 Release Schedule

6.1 Release Schedule

Releases are scheduled to be delivered to the DOC three (3) times per year based on a release schedule that is predetermined and published by Abilis.

6.2 Release Scope Finalized

The contents of the upcoming release should be finalized by DOC 6 weeks before code freeze of previous release. Start of development for new release begins the day after code freeze from previous release. This allow time for specifications etc. to be developed in preparation for the start of development on-time. For example: code freeze for CORIS release 8.21 is December 16 2022, and the development start date for the next release (8.22) will be December 17th, 2022, therefore the release scope must be finalized by November 4th 2022 for v8.22 release.

6.3 Code Freeze

The code freeze date is determined by Abilis and published as part of the release road map.

6.4 SIT Regression Testing (Duration 6 weeks)

After the code freeze Abilis will spend 6 weeks completing the System Integration Testing and Regression Testing of the release.

6.5 Release Delivery

The release will be delivered to the DOC after the completion of the Regression Testing.

6.6 DOC Release User Acceptance Test (Duration 6 weeks)
After the release has been delivered to the DOC, the DOC will complete a User Acceptance Test and report any defects to Abilis for remediation. Critical defects will be included in a Patch to the software release.

6.7 Patch Delivery
Approximately 2 weeks after the DOC has confirmed the completion of their User Acceptance Test, Abilis will deliver a Patch to the DOC to resolve the critical defects identified during the UAT period. Delivery may take more or less time depending on the number and complexity of the critical defects to be resolved but the target is two weeks after the DOC completes the UAT. Note: there may be multiple patches if additional critical issues are found during the testing of the patch by the DOC.

6.8 Product Installation
After the DOC is satisfied that all critical defects have been resolved the release will be installed in the DOC production environment.

6.9 Hot Fix
The DOC will identify critical bugs after the production installation to identify critical production environment or functional issues that were not discovered during the user Acceptance Test. Abilis will create a Hot Fix to resolve these issues and deliver it to the DOC as quickly as possible.
Please note: The durations for the various activities that are described above may vary and will be agreed between the DOC and Abilis. For example, the UAT period may be extended or shortened depending on the contents of the release and/or the availability of resources.

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

a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
b. All data obtained by the Contractor in the performance of this 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.
c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

7.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the 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 State data remotely only to provide technical support and as specified or required by the contract.

7.2 Security Incident Or Data Breach

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

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

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

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

7.3 Breach Responsibilities

7.3.1

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

7.3.2

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

7.3.3

The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

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

7.3.4

Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:

a. the investigation and resolution of the Data Breach;
b. notifications to individuals, regulators or others required by State law;
c. a credit monitoring service required by State (or federal) law;
d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

8. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software License Agreement for CORIS V4 and Exhibit D1: End User License Agreement for CORIS V8. Please note that software license agreement is only pertinent to V4 as V8 support and maintenance is considered part of a subscription service.

9. ADMINISTRATIVE SERVICES

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

10. MERCHANT CARD SERVICES

The Contractor shall provide the following Merchant Card Services:
Not Applicable

11. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

12. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank.

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. **CONTRACT PRICE**
   Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. **TRAVEL EXPENSES**
   The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. **SHIPPING FEES**
   The State will not pay for any shipping or delivery fees unless specifically itemized in this Agreement.

4. **INVOICING**
   The 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. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.
   Discretionary Invoicing
   Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

   Annual Invoicing
   Amounts to be invoiced on an annual basis with the invoice to be issued no later than July 15th of each year. Payment in respect of each such invoice shall be due and payable within 30 days after issuance of such invoice.

5. **INVOICE ADDRESS**
   Invoices may be sent to:
   Department of Corrections
   IT Manager
   PO Box 1806
   Concord NH 03302

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

7. OVERPAYMENTS TO THE CONTRACTOR

The 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.

8. CREDITS

The State may apply credits due to the State arising out of this Contract, against the Contractor's invoices with appropriate information attached.

9. PROJECT HOLDBACK

Not Applicable.

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

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Planned Version in Production	CORIS V4 Production		NHDOC CORIS V8 Production		
	7/1/2023 - 6/30/2024	7/1/2024 - 6/30/2025	7/1/2025 - 6/30/2026	7/1/2026 - 6/30/2027	7/1/2027 - 6/30/2028
Fixed					
Software Maintenance and Support	$ 320,801.86	$ 352,882.05	$ -	$ -	$ -
SaaS Subscription Services (incl. Support)			$ 280,000.00	$288,400.00	$297,052.00
Azure Management Services			$ 20,000.00	$ 20,600.00	$ 21,218.00
Total Fixed	$ 320,801.86	$ 352,882.05	$ 300,000.00	$309,000.00	$318,270.00
Variable					
Change Requests @ $150/hr	$ 110,000.00	$ 110,000.00	$ -	$ -	$ -
Change Requests @ $1200/person days	$ -	$ -	$ 108,000.00	$108,000.00	$108,000.00
CORIS Mobile Support Services			$ 20,000.00	$ 20,000.00	$ 20,000.00
Total Variable	$ 110,000.00	$ 110,000.00	$ 128,000.00	$128,000.00	$128,000.00
Grand total	$ 430,801.86	$ 462,882.05	$ 428,000.00	$437,000.00	$446,270.00

10.1.2. Other Cost Pricing

Contract includes a contingency set aside for change requests (as outlined in 10.1.1) or other work at the blended hourly or daily rate necessary to maintain and support the proper operation of the system.

10.1.3. Maintenance and Support Pricing Summary

Core maintenance, support, subscriptions and licensing total $1,600,953.91. An additional $604,000.00 is available for Change Requests and CORIS Mobile Support. Total cost not to exceed $2,204,953.91.

10.1.4. Contractor Staff, Resource Hours, and Rates

For submitted change requests in support of CORIS V4, Abilis will use for a blended hourly rate at $150 for roles listed below:

- Project Director
- Sr Project Manager
- Functional Analyst
- Data Migration Analyst
- Software Developer
- Senior Consultant
- Trainer
- QA/DBA/Configuration Management

For submitted change requests in support of CORIS V8, Abilis will use a blended daily rate at $1200 per person day (PD).

10.1.5. Software, Licensing, Maintenance & Support Pricing Worksheet

Account	FY24	FY25	FY26	FY27	FY28
010-03-03-030010-7646-DOIT-IT for DOC-38-509038 Software-03460010	$320,801.86	$352,882.05	$300,000.00	$309,000.00	$318,270.00
010-03-03-030010-7646-DOIT-IT for DOC-38-500465 Software-03460010	$110,000.00	$110,000.00	$128,000.00	$128,000.00	$128,000.00
Totals by FY	**$430,801.86**	**$462,882.05**	**$428,000.00**	**$437,000.00**	**$446,270.00**

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT (Pertinent to V4 Only)

1. LICENSE GRANT

As referenced in EXHIBIT C – PRICE AND PAYMENT SCHEDULE, Abilis will provide licensing for supporting CORIS® functionality for the duration of the project.

2. SOFTWARE TITLE

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

3. SOFTWARE AND DOCUMENTATION COPIES

Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

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

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

5. VIRUSES

Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
b. Gives Contractor control of the defense and any settlement negotiations; and
c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

Unless specified otherwise in this agreement, Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or services not provided by Contractor without Contractor's consent.

8. CONTROL OF ALL COMPONENT ELEMENTS

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

9. CUSTOM SOFTWARE

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10. SOFTWARE ESCROW (pertinent to CORIS V4 only)

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

a. Contractor has made an assignment for the benefit of creditors:
b. Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
c. A receiver or similar officer has been appointed to take charge of all or part of Contractor's assets;
d. Contractor terminates its maintenance and operations support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
e. Contractor defaults under the Contract; or
f. Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

The remainder of this page is intentionally left blank.

EXHIBIT D1 – End User License Agreement (pertinent to CORSI V8 only)

CORIS® V8 - End User License Agreement

This **CORIS® V8 End User License Agreement** ("**Agreement**") sets forth a legally binding agreement between you and Abilis Solutions Corp., a corporation duly constituted and organized pursuant to the laws of Maine, USA, with its principal office located at 22 Monument Square, Suite 202, Portland, ME 04101 ("**Abilis**" or "we" and permutations thereof).

1. **Please read this Agreement carefully before you download, install, or use the CORIS® V8 software offender management system platform and its associated documentation ("CORIS® V8") as your use of CORIS® V8 constitutes your acceptance of these terms. If you do not agree to the terms of this Agreement, then you may not use, download, or install CORIS® V8. Your use of CORIS® V8 constitutes your acknowledgement that you will be using CORIS® V8 for professional purposes only, that you have the legal capacity and authority to bind yourself and any party you represent to the terms of this Agreement, and that you abide by the terms and conditions associated with the use of Abilis products and services purchased by you or your organization (the "Abilis Products and Services") under any agreement entered into between yourself and Abilis, including as may be renewed or extended from time to time (each, a "Solutions Agreement"), to which this Agreement is incorporated by reference and forms part of. You acknowledge and agree that you have read and are hereby bound by this Agreement and agree to comply with all applicable laws, regulations and rules with regard to your use of CORIS® V8. Grant of License**

   Subject to your compliance with the terms of this Agreement, and the terms and conditions of the Solutions Agreement, if any, and except as otherwise provided pursuant to the terms and conditions of the Solutions Agreement, if any, Abilis grants you a revocable, non-exclusive, non-transferable, non-sublicenseable, royalty-free license to install and use CORIS® V8 including any Updates (as herein defined) thereto, during the License Term (as herein defined) solely for internal business use, and to make copies of CORIS® V8 including any Updates thereto, solely for archival and backup purposes. All archival and backup copies of CORIS® V8 are subject to the provisions of this Agreement and the Solutions Agreement, if any, and all patent numbers, trademarks, copyright and other intellectual property rights notices shall be reproduced on any such copies. Except as and only to the extent expressly permitted by this Agreement, the Solutions Agreement, if any, or applicable law, you may not (i) rent, lease, lend, sell, transfer, assign, sub-license, copy, publish or distribute CORIS® V8; (ii) make CORIS® V8 available over a network where it could be used by third parties; (iii) decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of CORIS® V8 or any part thereof or (iv) circumvent any of the technical limitations of CORIS® V8. Any attempt to do any of the foregoing is a violation of the rights of Abilis and its licensors.

2. **Use of CORIS® V8**

   The following requirements apply to your use of CORIS® V8:

- You will only use CORIS® V8 for internal business purposes.
- You will not use any feature of CORIS® V8 for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- Except as provided herein, you will not use CORIS® V8 for any purpose not expressly approved by Abilis in writing.
- You will not cover, block, or in any way interfere with any Trademarks (as herein defined), watermarks and/or safety features displayed by or contained in CORIS® V8.
- Any information you provide in connection with your use of CORIS® V8, whether to us or a third party, shall be accurate, truthful, and complete.

3. **Intellectual Property Rights**

(a) CORIS® V8 and all portions thereof are Abilis or its licensors' property and all rights, titles and interests in and to CORIS® V8, including, without limitation, all intellectual property rights (copyright, patents, rights to patent, trademarks, industrial designs, trade secrets, know-how, inventions, concepts, ideas, processes, techniques and other intellectual property rights, whether or not such rights are registered or not) and any accompanying written or printed materials, are owned by Abilis or our licensors.

(b) Unauthorized use of CORIS® V8 would violate intellectual property laws. Elements of CORIS® V8 are protected by copyright, trademark and other provincial and federal laws and may not be copied or imitated in whole or in part, by any means.

(c) Nothing contained in this Agreement or the Solutions Agreement, if any, shall prevent us from using CORIS® V8, or any portion thereof, in any form or manner, or from making CORIS® V8, or any portion thereof, available to any other entity or person at any time and for any purpose. You agree to treat CORIS® V8 in the same manner as any other material protected by intellectual property laws and treaties.

(d) The trademarks of Abilis ("**Abilis Trademarks**") used and displayed in connection with CORIS® V8 are trademarks of Abilis. Other company, product, and service names used in connection with CORIS® V8 may be trademarks owned by others (the "**Third-Party Trademarks**," and, collectively with Abilis Trademarks, the "**Trademarks**"). You are not granted any license or right to use the Trademarks. All goodwill generated from the use of Trademarks inures to their respective owners' benefit.

4. **CORIS® V8 Updates**

Abilis may, in its sole discretion, make modifications, updates or upgrades to CORIS® V8 and submit those updates to you for acceptance (each, an "**Update**"). If you accept an update, the terms of this Agreement apply to all such Updates. You acknowledge and agree that if you do not accept an Update, Abilis shall not be responsible for any security vulnerabilities in or improper functioning of CORIS® V8 and any losses arising therefrom and shall not be responsible for any data loss arising from your use of CORIS® V8. Notwithstanding the foregoing, Abilis has no obligation to provide Updates to CORIS® V8

apart from the agreed schedule, if any, provided in your Solutions Agreement with Abilis, if any.

5. **Disclaimer of Warranties**

(a) Subject to the representations or warranties made, if any, under a Solutions Agreement entered into between yourself and Abilis, if any:

(i) Abilis, Abilis's licensors, and each of the foregoing parties' parents, subsidiaries, officers, employees and agents (collectively, "**Released Parties**") make no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of CORIS® V8; and

(ii) CORIS® V8 is made available on an "as is" and "as available" and "with all faults" basis. To the maximum extent permitted by applicable law, the Released Parties specifically disclaim all warranties, express or implied, including, without limitation, the warranties of merchantability, quality, fitness for a particular purpose and non-infringement, with respect to CORIS® V8. The Released Parties do not warrant that the functions contained in or services performed, provided or enabled by or through CORIS® V8 will meet your requirements, that the operation of CORIS® V8 will be uninterrupted or error-free, or that defects in CORIS® V8 will be corrected. No oral or written information or advice given by Abilis, its authorized representative or any other party shall be deemed to alter this disclaimer of warranty or to create any warranty.

6. **Exclusion of Liability and Indemnification**

(a) Except as otherwise provided pursuant to the terms and conditions of the Solutions Agreement entered into between yourself and Abilis, if any, and to the fullest extent allowed under applicable law, you agree that the Released Parties are not liable to you for damages of any kind, whether based in tort, contract or otherwise, including, without limitation, any direct, incidental, consequential or punitive damages resulting in any way from or in connection with: (i) CORIS® V8 or any services made available through CORIS® V8 (including, without limitation, a third party claim that CORIS® V8 infringes that third party's intellectual property rights); (ii) any errors or omissions in CORIS® V8's technical operation; (iii) any action taken in connection with an investigation by Abilis, law enforcement or other authorities regarding your use of CORIS® V8; (iv) any product liability claim; or (v) any claim that CORIS® V8 fails to conform to any applicable legal or regulatory requirement. These limitations apply even if repair or replacement of CORIS® V8 does not fully compensate you for any losses or if any of the Released Parties had been advised of the possibility of such damages and knew or should have known about the possibility of such damages.

(b) Except as otherwise provided pursuant to the terms and conditions of the Solutions Agreement entered into between yourself and Abilis, if any, you agree to indemnify, defend and hold the Released Parties harmless from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including reasonable attorneys' fees and court costs) arising out of or

relating to: (i) your breach of this Agreement; (ii) your violation of any local, municipal, provincial, federal or international law, rule or regulation; (iii) your use of CORIS® V8; (iv) information or material posted or transmitted through your device or account, even if not submitted by you; (v) any misrepresentation made by you; (vi) the theft, misappropriation or disclosure of your ID and password; or (vii) your authorization of anyone else to use your ID and password. You will cooperate as fully and as reasonably required in Abilis's defense of any claim. Abilis reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not, in any event, settle any matter without the written consent of Abilis.

7. **Consent to Use Technical Data**
You agree that Abilis may collect and use technical data and related information—including but not limited to technical information about your computer system, CORIS® V8 software, and peripherals—which is gathered periodically to facilitate the provision of Updates, product support, and other services to you (if any) related to CORIS® V8. Abilis may use this information, as long as it is in a form that does not personally identify you, your employees or any individual whose personal information is stored in CORIS® V8, to improve its products or to provide services or technologies to you.

8. **License Term and Termination**

   (a) This Agreement shall become effective upon the full payment of the license fee set out in the Solutions Agreement or any renewal or extension thereof and shall remain in force for the period set out in the Solutions Agreement (the "**License Term**").

   (b) This Agreement may be terminated by the non-defaulting party if any of the following events of default occurs: (i) if a party materially fails to perform or comply with the provisions of this Agreement or the Solutions Agreement; (ii) if a Party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iii) if a petition under any foreign, state, or Canadian bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (iv) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

   (c) Termination of this Agreement shall be effective thirty (30) days after notice of termination to the defaulting Party if the defaults have not been cured within such thirty (30) day period.

   (d) As of the effective date of termination of this Agreement, you shall cease all use of CORIS® V8 and shall destroy all full or partial copies thereof in your possession or control and confirm such destruction by an officer's certificate delivered to Abilis upon demand.

9. **General Information**

   (a) If you have entered into a Solutions Agreement with Abilis, you may also be subject to additional terms and conditions that may apply to your use of CORIS® V8.

(b) If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any provincial or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement.

(c) The failure of Abilis to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

(d) The section titles in this Agreement are for convenience only and have no legal or contractual effect. If any part of this Agreement shall be held unenforceable or invalid, such part shall be severed from the rest of this Agreement and such invalidity or unenforceability shall not in any way whatsoever prejudice or affect the remaining parts of this Agreement which shall continue in full force.

(e) You may not directly or indirectly export or transmit CORIS® V8 or related materials (or any part thereof) to any country where such export or transmission is restricted by any applicable regulation, statute or resolution without the prior consent of the competent authority and of Abilis.

(f) In particular, but without limitation, CORIS® V8 may not be exported or re-exported (i) into any country that is subject to a U.S. or Canada Government embargo, or that has been designated by the U.S. or Canada Government as a "terrorist supporting" country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons List or Entity List or on any other U.S. Government list or similar list maintained by the Canadian authorities of prohibited or restricted parties. By using CORIS® V8, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use CORIS® V8 for any purposes prohibited by United States or Canadian law.

(g) Both you and Abilis acknowledge and agree that no partnership is formed and neither of you nor Abilis has the power or the authority to obligate or bind the other.

(h) The failure of Abilis to comply with this Agreement because of a force majeure event or for any other reason beyond the reasonable control of Abilis shall not be deemed a breach of this Agreement.

(i) This Agreement is effective until terminated by you or Abilis. Your rights under this Agreement will terminate automatically without notice from Abilis if you fail to comply with any term of this Agreement.

(j) Upon termination of this Agreement for failure to comply with any term of this Agreement, you shall cease all use of CORIS® V8, delete and destroy all copies, full or partial, of CORIS® V8.

(k) This Agreement shall be construed in accordance with and governed by the law of the State of New York and the federal laws of United States of America applicable therein, notwithstanding any conflict of law provisions, and you agree that any litigation shall be subject to the exclusive jurisdiction of the courts located in the southern district of New

York, NY, USA, provided that, if the Solutions Agreement, if any, provides for a different governing law or jurisdiction, then such governing law or jurisdiction shall apply to this Agreement in replacement of the applicable provisions of this paragraph 8(k). The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from this Agreement.

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EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	**CONTRACTOR POINT OF CONTACT**	**STATE POINT OF CONTACT**	**CUMULATIVE ALLOTED TIME**
Primary	Project Manager	Project Manager	5 Days
First	VP, Client Success	DOC CIO	10 Days
Second	VP, Client Success	Assistant Commissioner	10 Days
Third	CEO	Commissioner	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items

shall be provided 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.

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

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

That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.

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

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times 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.

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.

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

6.1.2. Email Use

Email and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. 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).

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

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

6.4 Workplace Hours

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 Project Manager.

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EXHIBIT F – TERMS AND DEFINITIONS

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

TABLE F-1	
TERM	**DEFINITION**
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal 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.
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term.

Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency(-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities, and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

CONTRACTOR CERTIFICATES

a. Contractor's Certificate of Good Standing
b. Contractor's Certificate of Vote/Authority
c. Contractor's Certificate of Insurance
d. Exhibit G Contractor Certificates – Attachment 1
e.

CONTRACTOR OBLIGATIONS

a. Exhibit G Contractor Obligations – Attachment 2

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EXHIBIT G – ATTACHMENT 2 – CONTRACTOR CERTIFICATES

1. **ADMINSTRATIVE RULES, POLICIES, REGULATIONS AND POLICY PROCEDURE DIRECTIVES**
   Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
   http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2. **PRISON RAPE ELIMINATION ACT (PREA) 0F 2003**
   Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted In and Restricted from Prison Facilities*. Additional information can be located as a separate link:
   http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

3. **CRIMINAL JUSTICE INFORMATION SERVICE (CJIS) SECURITY POLICY**
   The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity with access to, or who operate in support of, criminal justice services and information. Contractor shall comply with the CJIS policy where applicable to Contractor's services and is located as a separate link:
   http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

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EXHIBIT G – ATTACHEMENT 3 – CONTRACTOR OBLIGATIONS

1. **ADMINISTRATIVE, CONTRACUAL, OR LEGAL REMEDIES**
   Contracts for more than the simplified acquisition threshold (currently set at $250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference 2 C.F.R.

   The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

   The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In additional the Contractor understands and agrees that the provision of 31 U. S.C §3801 et seq. apply to this certification and disclosure.

2. **BREACH**
   A breach of the contract clauses above may be grounds form termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R § 5.12.

3. **BYRD ANTI-LOBBYING AMENDMENT**
   Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4. **DEBARMENT AND SUSPENSION**
   Contracts that exceed $50,000, the Contractor is required to register in SAM.gov. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. **CLEAN AIR ACT**
   Contracts that exceed $150,000, the Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. PROCUREMENT OF RECOVERD MATERIALS

In accordance with Section 6002 of the Solid waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental protections Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Table of Contents - Structure of Terms

1.1 Attachment A – CORIS® V4 Maintenance Agreement

Abilis and NHDOC agree that Abilis will provide CORIS® Maintenance, as described in Attachment A.

1.2 Attachment B - CORIS® V8 Maintenance Agreement

Abilis and NHDOC agree that Abilis will provide CORIS® Maintenance, as described in Attachment B.

1.3 Attachment C - Cost and Payment Schedule for V4 and V8

The adjusted payment schedule resulting from the incorporation the CORIS® Maintenance Agreement V4 Renewal and Five year V8 Agreement is reflected in the table in Attachment C.

The period from July 1, 2023 until June 30, 2025 will be under CORIS V4 maintenance cost and payment schedule. The period from July 1, 2025 to June 30, 2030 will be the CORIS® V8 maintenance cost and payment schedule

If CORIS V8 is implemented before June 30, 2025 the maintenance cost will not change until July 1, 2025. If CORIS® V8 is implemented after June 30, 2025 the maintenance cost will have changed to V8 cost as of July 1, 2025.

V4 maintenance will not conclude until V8 is production-ready and launched into production.

1.4 Attachment D - Release Schedule for V4

Abilis and DOC agree to partner to determine release based on DOC requirements documented in Attachment D.

1.5 Attachment E – CORIS® V8 Release Schedule

Abilis and DOC agree to partner to determine release based on DOC requirements documented in Attachment E.

1.1 Attachment A – CORIS® V4 Maintenance Agreement

CORIS® Maintenance Agreement between Abilis and New Hampshire DOC

It is agreed that the scope of activity required to support New Hampshire CORIS® V4 resulting in additional maintenance and support to be provided in line with inflation.

Abilis will provide technical support and system maintenance to NH Department of Corrections Offender Management System (CORIS® V4), in addition to system enhancements as requested by the State.

If requested by the State, Abilis shall provide to the State software development services which may be used to provide functional enhancements to the State – installed modules, as directed and prioritized by the State.

Change requests and Problem reports will be prioritized together, to provide a complete view of the prioritized workload applicable to this agreement.

Abilis will ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's information technology resources, information, and services.

Deliverable for CORIS® V4 Support and Maintenance

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1	Maintain the System Software in accordance with the Specifications and Terms of the Contract.	Non-Software	Ongoing
2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	Software	Ongoing
3	Abilis shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational. Service from Abilis is available 24 hours a day, 7 days a week for all Class A deficiencies as defined by the State.	Non-Software	Ongoing
4	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	Written	Ongoing
5	For all Service calls, the Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	Written	Ongoing
6	The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	Non-Software	Ongoing
7	All Deficiencies found shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State and at no additional cost to the State.		Ongoing

This support activities and revises the costs associated with CORIS® Maintenance and Production Support provided by Abilis to New Hampshire DOC for the period from July 1 2023 until CORIS® V8 is implemented.

Warranty Situation

Corrections to defects will be provided under the terms of CORIS® Maintenance as described in the Service Level Agreement (SLA) section below.

Service Level Agreement (SLA)

This section describes the terms of our service level agreement with the DOC.

The defect and issue remediation process are based upon defined service levels (time periods) based on the severity of the issue as assigned by the DOC. In all cases a service ticket will be opened by the DOC in the ticket tracking tool (as per the agreed tracking mechanism) to track and manage the issue to resolution.

Overview

Severity	Level	Impact	Definition	Target Resolution
Critical	1	Very High Business Impact	Service is down or unavailable	Hotfix for the release where the bug was discovered. Several hotfixes might be combined into one hotfix.
High	2	High Business Impact	Service is operational but highly degraded	Patch or next release, as long as the defect is identified at least 10 days before the code freeze of that patch or that release.
Moderate	3	Moderate Business Impact	Non-critical loss of use	Defects will be prioritized and scoped in collaboration with the client for future releases within the next 12 months.
Minor	4	Minor Business Impact	Cosmetic issues or small number of users	Defects will be prioritized and scoped in collaboration with the client for future releases within the next 18 months.
Nice to Have	5	No Business Impact	Information requests etc.	Change Request.

Definition of Issue Severity Levels

Severity	Type	Description
1	Critical Impact	**Technical**: Critical impact problem with system down, business outage, or immediate work stoppage that threatens current and future production. **Operational**: The DOC cannot proceed with activities as planned because the service is down. No work around is available. (i.e.: the environment is down; user logins are timing out)
2	High Impact	**Technical**: High-impact problem where production is proceeding, but in a significantly impaired fashion; a problem with a time-sensitive issue important to long-term productivity that is not causing immediate work stoppage. **Operational**: High-impact issues with no reasonable workaround, the DOC's ability to proceed with activities as planned is severely impaired. (i.e.: Offender Search causes an application error)
3	Moderate Impact	**Technical**: Moderate-impact problem for which a reasonable workaround does exist. Moderate-impact problem that is an important issue but does not have significant current productivity impact. **Operational**: The DOC can proceed and complete operational tasks. Moderate-impact issues with document delivery, turn around, quality, changing work types on a document or other service-related issues that have a major customer impact. (i.e.: missing or misleading error messages; incorrectly sorted records.)
4	Minor Impact	**Technical**: Minor inconvenience requiring eventual, but not immediate resolution. **Operational**: Minor DOC inconvenience impacting some reports, but not all. This would include items such as dual signature issues, adding a physician standard, minor edit, or other minor service-related issues. (i.e.: misspelled error messages)
5	Enhancement	Requested system or Interface request, features or functions required by DOC, Product Enhancement, Product Defects.

Service Level Agreement Issue Management

Each month, Abilis will produce a report that details the outstanding issues by severity, along with the target for resolution based on the service levels outlined in this agreement. This report will also include issues that cannot be reproduced by Abilis and issues that are identified as changes to functionality and are potential Change Requests.
A governance meeting will be held each month on a predetermined schedule a few days after the report is delivered to the AGENCY to review and discuss any potential issues or concerns.

There are a number of other relevant issue management concerns, along with their resolutions, outlined below:

- Issues that cannot be reproduced by Abilis – The target delivery release, based on the service level agreement for the severity, will be assigned when the ticket is created; however, if the issue cannot be reproduced, the ticket will be placed on hold, the target delivery release will be removed, and the issue ticket will not be tracked against the service level agreement. Tickets of this type will be reviewed with AGENCY during the monthly governance meeting outlined above.
- Severity Changes (e.g. medium changed to high - impacts SLA dates) – The target delivery release based on the service level agreement for the severity will be reset based on the date the priority was changed
- In cases where an issue ticket was fixed but failed for a different case (untested condition with a corresponding failure), a new issue ticket will be opened for the different case. An untested or unidentified condition, with a corresponding failure and a different result, should be entered as a separate ticket, whether the new defect was discovered at the same time as the first issue or in retesting the first issue.
- If an issue ticket is updated with more information, that increases the scope of the original ticket and the target delivery release based on the service level agreement for the severity will be reset based on the date the additional information was provided.
- Tickets will be allocated a severity by AGENCY based on the impact of the ticket, as outlined in the SLA section of this agreement. Management of ticket delivery by Abilis will be based on the severity and the expected delivery of the resolution based on the service levels described in this agreement; however, in exceptional circumstances, the AGENCY, with agreement from Abilis, may negotiate the resolution of an issue earlier than determined by the SLA by trading an item of similar size to be resolved later.
- Omnibus issue tickets – Issue tickets that contain multiple issues can no longer be accepted.

Production Support Activity

In addition to monitoring the issue tracking system and providing defect corrections as described above, Abilis shall engage in the following activities to support the CORIS® Production environment:

- Senior Abilis technical personnel shall participate with New Hampshire DOC technical personnel in ad hoc Technical Touch-point Conference Call in order to review and discuss current operational issues and concerns and to discuss plans for the production environment.
- Abilis development and senior technical personnel shall be available by telephone during regular business hours to answer questions and provide support to New Hampshire DOC production support personnel when a production issue requires immediate assistance.
- Abilis development and senior technical personnel shall be available by telephone at any reasonable time provided that such availability is arranged in advance in order to assist New Hampshire DOC production support personnel. This support is generally arranged and provided when a new release is due to go into production or when New Hampshire DOC plans to make a significant change in their production environment.
- In the event of a serious production issue (e.g., production is halted, or performance is seriously degraded) reported by New Hampshire DOC, Abilis development and senior technical personnel shall be Assembled as required to provide immediate and ongoing telephone and electronic support and advice for the duration of the incident until such serious production issue has been resolved. This support shall include but is not limited to reviewing trace logs and other diagnostic information, creating additional trace information, or proposing other diagnostic steps in order to identify the source of the issue, and proposing actions to be taken by New Hampshire DOC personnel to mitigate or resolve the issue.
- Provided that New Hampshire DOC undertakes to provide Abilis with access to diagnostic information, Abilis shall:
- Review and analyze log files and the additional monitoring items on a weekly basis, looking for any changes in the CORIS® baseline or other indications of problems with the application.
- Provide a weekly status report to New Hampshire DOC with the result of the analysis, including an action plan for remediation of issues found.
- Periodically request that New Hampshire DOC activate the Database Tracing Tool to provide procedure call tracing from the production environment; the data generated will be replicated to the monitoring server, and Abilis will use the collected data to establish a baseline for the production and UAT versions of the application.
- Following deployment of a new Release, request that New Hampshire DOC activate the Database Tracing Tool for 1-2 days to establish changes from baseline and determine if any adverse impacts have been introduced by the new Release.

Data Exchange and Security

Abilis and the DOC agree to use data encryption technology and other available electronic security measures to protect all data exchanged per this Agreement. Exchanges containing personally identifiable information will not be implemented until testing and validation is performed to confirm that data is being exchanged in a secure manner.

Both Abilis and the DOC agree to electronically exchange data under a binding and enforceable chain of trust agreement and in compliance with external regulatory requirements and applicable industry standards. Furthermore, both parties agree to employ information access control and termination procedures, use technical security services to safeguard data integrity, utilize electronic signatures and/or digital certificates for entity authentication and apply data encryption technology to all transmissions. For support and quality assurance activities the DOC agrees that encrypted unmasked copies of data received from the DOC via couriered hard drive will be decrypted by Abilis and stored within the secure Abilis environment. In addition, the DOC agrees that from time to time it may be necessary for Abilis staff to access the live production environment using mutually agreed secure access protocols to assist with the diagnosis of system issues.

Abilis and the DOC agree that immediately upon discovering information that indicates a data breach may have occurred to alert the partner whose message content may have been breached. The partner will immediately notify all parties to the breach and include the following information:

- Notification to the agency's Information Security Officer
- A brief description of the breach
- Description of the roles and persons involved in the breach
- Type of message content breached
- Impact analysis of the breach (if available)
- Number of individuals or records impacted/estimated to be impacted by the breach
- Actions take to mitigate the breach
- Status of the breach (under investigation or resolved)
- Corrective actions taken, and steps planned to prevent a similar breach (if available)

Further regular updates will be provided as the investigation unfolds.

To the extent that Abilis and the DOC have a valid and enforceable agreement with a third party technology partner, that technology partner must comply with all applicable

federal and state laws to protect the privacy of all message content to which it has access; as soon as reasonably practicable after determining that a breach occurred, report such breach to Abilis and the DOC; and reasonably cooperate with the other parties to this Agreement to ensure a full and timely disclosure is made.

CORIS® Users

As per our licensing agreement, the use of CORIS® should be restricted to designated persons and/or members authorized by New Hampshire DOC. User access should follow security protocols to comply with security standards and protect the integrity of the database. It is agreed that New Hampshire DOC shall be responsible to control the restricted access and use of CORIS®.

1.2 Attachment B – CORIS® V8 Maintenance Agreement

CORIS® Maintenance Agreement between Abilis and New Hampshire DOC

It is agreed that the scope of activity required to support New Hampshire CORIS® functionality has been delivered in the releases summarized below, resulting in additional maintenance and support to be provided in line with these enhancements.

The support activities and revises the costs associated with CORIS® Maintenance, CORIS Upgrade, and Production Support provided by Abilis to New Hampshire DOC for the period from July 1, 2025 until June 30, 2030.

New Hampshire DOC will receive, as part of its CORIS® subscription, regular project updates. Under the terms of the CORIS® V8 subscription, the New Hampshire DOC benefits from time to time from the availability of CORIS® product enhancements developed in responding to feedback from CORIS agencies, thereby incorporating agencies best practices and other operational knowledge resources, as and when such enhancements are incorporated into a given a product update in the form of new features or modules (each, a "CORIS® Enhancement"). Notwithstanding any provisions to the contrary, standard CORIS® Enhancements (such as added fields) shall be furnished to New Hampshire DOC at no additional cost and released into the New Hampshire DOC production environment in a non-activated state by default. At any time following each release that contains a CORIS® Enhancement, New Hampshire DOC will be able to activate such CORIS® Enhancement at its sole discretion. Please note that professional activities on the part of Abilis might be required to configure and eventually customize and train end-users regarding the activation of each such CORIS® Enhancement. Any such professional activities undertaken by Abilis shall be addressed through the standard Change Request process. For example, should NHDOC choose to activate a module developed for another customer, NHDOC shall pay a portion of the effort for development of the module as well as any configuration, data migration, or other activities included in deployment.

This approach aims to provide a state-of-the-art solution that better supports the aforementioned increased scope of activity, meets the industry standards, avoids obsolescence, and addresses the ongoing requirements of the DOC for enhanced OMS functionality.

Warranty Situation

Corrections to defects will be provided under the terms of CORIS® Maintenance as described in the Service Level Agreement (SLA) section below.

Service Level Agreement (SLA)

This section describes the terms of our service level agreement with the DOC.

The defect and issue remediation process are based upon defined service levels (time periods) based on the severity of the issue as assigned by the DOC. In all cases a service ticket will be opened by the DOC in the ticket tracking tool (as per the agreed tracking mechanism) to track and manage the issue to resolution.

Overview

Severity	Level	Impact	Definition	Target Resolution
Critical	1	Very High Business Impact	Service is down or unavailable	Hotfix for the release where the bug was discovered. Several hotfixes might be combined into one hotfix.
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5	Enhancement	Requested system or Interface request, features or functions required by DOC, Product Enhancement, Product Defects.

Service Level Agreement Issue Management

Each month, Abilis will produce a report that details the outstanding issues by severity, along with the target for resolution based on the service levels outlined in this agreement. This report will also include issues that cannot be reproduced by Abilis and issues that are identified as changes to functionality and are potential Change Requests.

A governance meeting will be held each month on a predetermined schedule a few days after the report is delivered to the AGENCY to review and discuss any potential issues or concerns.

There are a number of other relevant issue management concerns, along with their resolutions, outlined below:

- Issues that cannot be reproduced by Abilis – The target delivery release, based on the service level agreement for the severity, will be assigned when the ticket is created; however, if the issue cannot be reproduced, the ticket will be placed on hold, the target delivery release will be removed, and the issue ticket will not be tracked against the service level agreement. Tickets of this type will be reviewed with AGENCY during the monthly governance meeting outlined above.
- Severity Changes (e.g. medium changed to high - impacts SLA dates) – The target delivery release based on the service level agreement for the severity will be reset based on the date the priority was changed
- In cases where an issue ticket was fixed but failed for a different case (untested condition with a corresponding failure), a new issue ticket will be opened for the different case. An untested or unidentified condition, with a corresponding failure and a different result, should be entered as a separate ticket, whether the new defect was discovered at the same time as the first issue or in retesting the first issue.
- If an issue ticket is updated with more information, that increases the scope of the original ticket and the target delivery release based on the service level agreement for the severity will be reset based on the date the additional information was provided.
- Tickets will be allocated a severity by AGENCY based on the impact of the ticket, as outlined in the SLA section of this agreement. Management of ticket delivery by Abilis will be based on the severity and the expected delivery of the resolution based on the service levels described in this agreement; however, in exceptional circumstances, the AGENCY, with agreement from Abilis, may negotiate the resolution of an issue earlier than determined by the SLA by trading an item of similar size to be resolved later.
- Omnibus issue tickets – Issue tickets that contain multiple issues can no longer be accepted.

Abilis Recommended SLA

- The service level agreement we propose is the SLA currently in place within Abilis and applicable to all CORIS® customers.
- This SLA is based on more than 10 years of experience supporting CORIS® in production and at Abilis customers' expectations when it comes to production support of a Critical-Enterprise-Class system such as CORIS®.
- CORIS® architecture has been built as a fail-over and high availability infrastructure which continues to be available even when some of its components are not available/in default.
- The SLA targets regarding the acknowledgement and resolution time are based not only based on our track record, but also aligned with our quality and security processes when it comes to fixing an issue in production based on its priority level.
- **(CONFIDENTIAL and PROPRIETARY)** Abilis is certified for ISO 9001 quality standards and ISO 27001 security standards, and we are required to pass annual audits to maintain these certifications. Upon request, Abilis would be pleased to provide AGENCY with our Crisis Management Plan, part of our Level 3 ISO procedure describing procedures to be followed when experiencing a Critical Issue in a CORIS® production environment.

CORIS® V8 Product Maintenance and Upgrades

Release Management

Abilis shall deliver a minimum of three CORIS® V8 Product Maintenance Releases each year. Abilis shall make commercially reasonable efforts to combine CORIS® V8 Maintenance Releases with New Hampshire CORIS® Custom Maintenance (defined below) in order to minimize UAT activities. Attachment E provides a sample release schedule, and it should be noted that the quality and the time taken by the DOC to complete User Acceptance Testing is a critical component of the ability of Abilis to deliver three releases per year.

CORIS® V8 Maintenance Releases, by providing on-going technical and functional improvement to CORIS® V8 aim to avoid the technical and functional obsolescence of New Hampshire CORIS® (i.e. provide an 'evergreen' solution platform). Each CORIS® V8 Maintenance Release may include, but shall not be limited to, one or more of the following:

- Defect Corrections to meet the service level agreement and additional functionality or features requested by the DOC
- Technical infrastructure upgrades: CORIS® V8 certification related to core third party components (e.g., Microsoft SQL-Server, Windows Operating

Systems, supported Browsers, supported Mobile operating systems and devices)

- Introduction of CORIS® Enhancements, which will be delivered in a non-activated state by default and which New Hampshire DOC will be able to activate at any time at its sole discretion. Please note that professional activities on the part of Abilis might be required to configure and eventually customize and train end-users regarding the activation of each such CORIS® Enhancement. Any such professional activities undertaken by Abilis shall be addressed through the standard Change Request process.

The schedule and content for each Maintenance Release shall be planned and agreed by Abilis and New Hampshire DOC.

Product Roadmap

Abilis will provide New Hampshire DOC with access to the CORIS®V8 product roadmap through the CORIS® Community website. At New Hampshire DOC's request and provided that New Hampshire DOC and Abilis reach agreement on a mutually acceptable time and date, Abilis shall provide a product demonstration to New Hampshire DOC explaining the upcoming CORIS® Enhancements in advance of their release in order to permit New Hampshire DOC to determine whether and how to activate such upcoming CORIS® Enhancements.

The New Hampshire DOC will be invited to be part of CORIS® Community by providing feedback and participating in discussion that will contribute to the planning of new product roadmap features and priorities. These activities are conducted on a regular basis among CORIS® 's customer base.

In addition, the New Hampshire CORIS® Program Manager will be notified of any changes to existing Data Requirements, UI UX changes, or Business Rules at least six (6) weeks before the expected delivery of a release to NHDOC.

In some instances, changes may be introduced into the application for functionality that was originally developed as a response to a Change Request paid for by NHDOC. If NHDOC does not agree with or approve these changes then Abilis will create a custom modification to remove them at no cost to NHDOC and NHDOC will not incur any associated increase in custom maintenance costs for the custom modification.

Custom Annual Upgrade Management

On an annual basis, New Hampshire DOC and Abilis shall define together the technical upgrade objectives of the upcoming year as well as a release schedule. The objectives will cover custom development activities, configuration and customization of upcoming product features and professional services activities. Each and every activity to be included in a release will be defined following a standard Change Request process. Abilis will deliver a minimum of three scheduled releases per year.

Abilis and New Hampshire DOC plan to expend a minimum of 90 person-days per year of effort across all three (3) releases.

This effort will be defined, primarily by the fulfilment of Change Requests (CR) that are generated by the DOC. These changes will be billed to the DOC on the following schedule, unless agreed upon by both DOC and Abilis to change the payment process for special scenario CRs:

- DOC will submit CRs for a High-Level estimate from Abilis.
    - If DOC approves High Level estimate, then Abilis will proceed to solutioning and refine cost estimates.
    - If DOC does not approve High Level estimate, then Abilis will stop all analysis and no charge to client.

- After DOC has approved High Level Estimate, Abilis will begin the CR solutioning. After the solution is defined Abilis will submit to DOC:
    - If CRs are not approved by DOC at this time, Abilis will bill and invoice Abilis' time actual spent on solutioning.
    - If CRs are approved by DOC, Abilis will bill and invoice at 25% to the DOC at the time of approval process. Then 50% billed and invoiced when CR is delivered to UAT, and the remainder 25% when delivery to production.

- For CR's that are placed on hold, cancelled by the DOC or remain unapproved after 12 months the DOC agrees to pay for the actual time spent to date.

3rd Party Licensing Management

At each CORIS® software release Abilis will review the versions of supporting third-party software and ensure, where appropriate, that the software version being used within the DOC CORIS® environment are using the latest version. In some cases, it may not be appropriate to upgrade because of system or hardware limitation, security concerns or other impacts.

Data Exchange and Security

Abilis and the DOC agree to use data encryption technology and other available electronic security measures to protect all data exchanged per this Agreement. Exchanges containing personally identifiable information will not be implemented until testing and validation is performed to confirm that data is being exchanged in a secure manner.

Both Abilis and the DOC agree to electronically exchange data under a binding and enforceable chain of trust agreement and in compliance with external regulatory requirements and applicable industry standards. Furthermore, both parties agree to employ information access control and termination procedures, use technical security services to safeguard data integrity, utilize electronic signatures and/or digital certificates for entity authentication and apply data encryption technology to all transmissions. For support and quality assurance activities the DOC agrees that encrypted unmasked copies of data received from the DOC via couriered hard drive will be decrypted by Abilis and stored within the secure Abilis environment. In addition, the DOC agrees that from time to time it may be necessary for Abilis staff to access the live production environment using mutually agreed secure access protocols to assist with the diagnosis of system issues.

Abilis and the DOC agree that immediately upon discovering information that indicates a data breach may have occurred to alert the partner whose message content may have been breached. The partner will immediately notify all parties to the breach and include the following information:

- Notification to the agency's Information Security Officer
- A brief description of the breach
- Description of the roles and persons involved in the breach
- Type of message content breached
- Impact analysis of the breach (if available)
- Number of individuals or records impacted/estimated to be impacted by the breach
- Actions take to mitigate the breach
- Status of the breach (under investigation or resolved)
- Corrective actions taken, and steps planned to prevent a similar breach (if available)

Further regular updates will be provided as the investigation unfolds.

To the extent that Abilis and the DOC have a valid and enforceable agreement with a third party technology partner, that technology partner must comply with all applicable

federal and state laws to protect the privacy of all message content to which it has access; as soon as reasonably practicable after determining that a breach occurred, report such breach to Abilis and the DOC; and reasonably cooperate with the other parties to this Agreement to ensure a full and timely disclosure is made.

CORIS® Users

As per our subscription agreement, the use of CORIS® should be restricted to designated persons and/or members authorized by New Hampshire DOC. User access should follow security protocols to comply with security standards and protect the integrity of the database. It is agreed that New Hampshire DOC shall be responsible for controlling the restricted access and use of CORIS®.

Attachment C – Cost and Payment Schedule for V4 and V8

2023-2025 Software Licensing, Maintenance, and Support Pricing Worksheet

In consideration of the CORIS® SLA, CORIS® V4 and V8 Product Maintenance and New Hampshire CORIS® Production Support Activity, it is agreed that New Hampshire DOC shall pay Abilis according to the following schedule of payments.

The following table sets out the annual CORIS® V4 licensing and maintenance costs and the CORIS V8 subscription and maintenance costs for this contractual period.

This is a V4 CORIS Firm Fixed Price (FFP) Contract, at 78 hours per month, for the period of July 1, 2023 through June 30, 2025, except for discretionary funds that are client decided for Change Requests support.

This is a V8 CORIS Maintenance Cost for the period of July 1, 2025 through June 30, 2028. Additional, $108,000 per year for 90 person days of change requests as required by NHDOC.

Abilis will be responsible for performing its obligations in accordance with the Contract. This Contract will allow Abilis to manage V4 and/or V8 for 7 years with one yearly invoice to the State for the following price payment table below:

		CORIS V4 Production				2 year extension CORIS V4 Production			NHDOC CORIS V8 Production			
	20191	2020	2021	2022	2023	July 1 2023 - June 30 2024	July 1 2024 - June 30 2025	July 1 2025- June 30 2026	July 1 2026 - June 30 2027	July 1 2027 - June 30 2028	
Fixed											
Technology software	264,416.00	270,973.52	277,693.66	284,580.46	291,638.06	320,801.86	352,882.05	0			
total fixed	264,416.00	270,973.52	277,693.66	284,580.46	291,638.06	320,801.86	352,882.05	0			
Variable Consultants funds											
major upgrade	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00				
time and material	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	108,000.00	108,000.00	108,000.00	90 person days a year/30 person days a release
	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	108,000.00	108,000.00	108,000.00	
Grand total	374,416.00	380,973.52	387,693.66	394,580.46	401,638.06	430,801.86	462,882.05				
					$1,564,885.70		$893,683.91				
				Contract was	$1,644,885.70						
CORIS Subscription (inclusive of right to utilize previous version if needed)								280,000.00	288,400.00	297,052.00	
Ongoing Managed Services								20,000.00	20,600.00	21,218.00	
V8 Total								300,000.00	309,000.00	318,270.00	
Grand Total with Discretionary								408,000.00	417,000.00	426,270.00	

Escrow

As V8 is a subscription arrangement, CORIS® V8 Project Upgrade contract, Exhibit D, section 10, page 67is not applicable.

Invoicing

Amounts to be invoiced on an annual basis with the invoice to be issued no later May 15th of each year. Payment in respect of each such invoice shall be due and payable before June 30th of the year of issuance of such invoice.

Change Request Rates (V4 and V8)

For submitted change requests, Abilis will use for CORIS V4 a blended hourly rate at $150 for roles listed below:

- Project Director
- Sr Project Manager
- Functional Analyst
- Data Migration Analyst
- Software Developer
- Senior Consultant
- Trainer
- QA/DBA/Configuration Management

For submitted change requests, Abilis will use for CORIS V8 a blended daily rate at $1200 per person day (PD).

Discretionary Invoicing

Discretionary invoices will be monthly for time and material and will contain detailed information about Abilis' effort used in that month. Payment in respect of each such invoice shall be due and payable within (30) thirty days of invoice receipt.

Attachment D – CORIS® V4 Release Schedule

Release Schedule

Releases are scheduled on DOC based request in partnership with Abilis.

Development, Unit Testing and Code Freeze

The development and code freeze dates are determined by Abilis and published as part of the release schedule.

DOC User Acceptance Testing and Regression Testing

After the code freeze, NHDOC will finalize User Acceptance and Regression testing and approval before the released schedule is set.

Release Delivery

The release will be delivered to the DOC after the completion of the Regression Testing.

Patch Delivery

Approximately 2 weeks, or agreed upon timeframe, after the DOC has confirmed the completion of their User Acceptance Test, Abilis will deliver a Patch to the DOC to resolve the critical defects identified during the UAT period. Delivery may take more or less time depending on the number and complexity of the critical defects to be resolved but the target is two weeks after the DOC completes the UAT. Note: there may be multiple patches if additional critical issues are found during the testing of the patch by the DOC.

Production Installation

After the DOC is satisfied that all critical defects have been resolved the release will be installed in the DOC production environment.

Hot Fix

The DOC will identify critical bugs after the production installation to identify critical production environment or functional issues that were not discovered during the user Acceptance Test. Abilis will create a Hot Fix to resolve these issues and deliver it to the DOC as quickly as possible.

Please note: The durations for the various activities that are described above may vary and will be agreed between the DOC and Abilis. For example, the UAT period may be extended or shortened depending on the contents of the release and/or the availability of resources.

Attachment E – CORIS® V8 Release Schedule

Release Schedule

Releases are scheduled to be delivered to the DOC three (3) times per year based on a release schedule that is predetermined and published by Abilis.

Release Scope Finalized

The contents of the upcoming release should be finalized by DOC 6 weeks before code freeze of previous release. Start of development for new release begins the day after code freeze from previous release. This allow time for specifications etc. to be developed in preparation for the start of development on-time. For example: code freeze for CORIS release 8.21 is December 16 2022, and the development start date for the next release (8.22) will be December 17th, 2022, therefore the release scope must be finalized by November 4th 2022 for v8.22 release.

Code Freeze

The code freeze date is determined by Abilis and published as part of the release road map.

SIT Regression Testing (Duration 6 weeks)

After the code freeze Abilis will spend 6 weeks completing the System Integration Testing and Regression Testing of the release.

Release Delivery

The release will be delivered to the DOC after the completion of the Regression Testing.

DOC Release User Acceptance Test (Duration 6 weeks)

After the release has been delivered to the DOC, the DOC will complete a User Acceptance Test and report any defects to Abilis for remediation. Critical defects will be included in a Patch to the software release.

Patch Delivery

Approximately 2 weeks after the DOC has confirmed the completion of their User Acceptance Test, Abilis will deliver a Patch to the DOC to resolve the critical defects identified during the UAT period. Delivery may take more or less time depending on the number and complexity of the critical defects to be resolved but the target is two weeks after the DOC completes the UAT. Note: there may be multiple patches if additional critical issues are found during the testing of the patch by the DOC.

DOC Patch User Acceptance Test (Duration 2 weeks)

After the patch is delivered the DOC will complete a User Acceptance Test of the items that are included in the patch. The target is to have this completed within 2 weeks of the delivery of the patch. If additional, critical issues are identified during this testing period an additional patch will be created and delivered to the DOC for testing. This will continue until all critical issues have been identified.

Production Installation

After the DOC is satisfied that all critical defects have been resolved the release will be installed in the DOC production environment.

Hot Fix

The DOC will identify critical bugs after the production installation to identify critical production environment or functional issues that were not discovered during the user Acceptance Test. Abilis will create a Hot Fix to resolve these issues and deliver it to the DOC as quickly as possible.

Please note: The durations for the various activities that are described above may vary and will be agreed between the DOC and Abilis. For example, the UAT period may be extended or shortened depending on the contents of the release and/or the availability of resources.

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 ABILIS SOLUTIONS CORP. is a Maine Profit Corporation registered to transact business in New Hampshire on July 06, 2001. 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: 375847
Certificate Number: 0006228147

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2023.

David M. Scanlan
Secretary of State

State of New Hampshire
Department of State
2023 ANNUAL REPORT

Filed
Date Filed: 3/1/2023
Effective Date: 3/1/2023
Business ID: 375847
David M. Scanlan
Secretary of State

BUSINESS NAME:	**ABILIS SOLUTIONS CORP.**
BUSINESS TYPE:	**Foreign Profit Corporation**
BUSINESS ID:	**375847**
STATE OF INCORPORATION:	**Maine**

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
22 Monument Square, Suite 202 Portland, ME, 04101, USA	**22 Monument Square, Suite 202 Portland, ME, 04101, USA**

REGISTERED AGENT AND OFFICE

REGISTERED AGENT:	**C T Corporation System (1108)**
REGISTERED AGENT OFFICE ADDRESS:	**2 1/2 Beacon Street Concord, NH, 03301 - 4447, USA**

PRINCIPAL PURPOSE(S)

NAICS CODE	NAICS SUB CODE
OTHER / NETWORK SOLUTIONS AND SUPPORT; INTEGRATED BUSINESS & E-COMMERCE	

OFFICER / DIRECTOR INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Alain Elbaz	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**President**
Eric Le Goff	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**President**
Eric Le Goff	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**Secretary**
Alain Elbaz	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**Treasurer**
Alain Elbaz	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**Director**
Eric Le Goff	**22 Monument Square, Suite 202, Portland, ME, 04101, USA**	**Director**
Michael E. High	**84 Marginal Way, Suite 600, Portland, ME, 04101, USA**	**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.

Title:	**President**
Signature:	**Alain Elbaz**
Name of Signer:	**Alain Elbaz**

Certificate of Authority # 2 *(Corporation or LLC- Contract Specific, date specific)*

Corporate Resolution

I, Eric Le Goff (*Name*), hereby certify that I am duly elected Secretary of

Abilis Solutions Corp. (*Name of Corporation or LLC*). I hereby certify the following is a true copy of

actions taken by unanimous written consent of the Board of Directors without a meeting, duly called and held on

April (*Month*) 17, (*Day*) 2019 (*Year*) at which a quorum of the Directors were present and voting

VOTED: That Alain Elbaz, President (*Name and Title*) is duly authorized to enter into a

contract or agreements on behalf of Abilis Solutions Corp. (*Name of Corporation or LLC*) with the

NH Department of Corrections (*Name of State Agency*), State of New Hampshire and further is authorized to

execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of

the April (*Month*) 17 (*Day*), 2019 (*Year*). I further certify that it is understood that the State of New Hampshire will rely on this

certificate as evidence that the person listed above currently occupies the position indicated and that they have full

authority to bind the corporation to the specific contract indicated.

DATED: May 15, 2023

ATTEST: _____
(*Name and Title*)
ERIC LE GOFF, SECRETARY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2023

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

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

PRODUCER
MARSH USA, LLC.
9830 Colonnade Blvd, Suite 410
San Antonio, TX 78230

CN104120581--GL-22-23

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Insurance Company	23809
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Abilis Solutions Corp.
22 Monument Square, Suite 202
Portland, ME 04101

COVERAGES **CERTIFICATE NUMBER:** HOU-003416464-09 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			02-LX-086477735-13	06/01/2022	06/30/2023	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Property Damage Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						Deductible Value:	$ 10,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Re: Evidence of Insurance

State of New Hampshire is included as an Additional Insured on the General Liability policy as required by written contract.

CERTIFICATE HOLDER

State of New Hampshire
Department of Corrections,
Attn: Commissioner
105 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2876646

DATE (MM/DD/YYYY): 11/14/2022

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

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

PRODUCER
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: INSPERITYCERTS@LOCKTONAFFINITY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Co. of North America	43575
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ABILIS SOLUTIONS CORP.
22 MONUMENT SQ STE 202
PORTLAND, ME 04101-5160

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A		C51438280	10/1/2022	10/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
ATTN: COMMISSIONER
105 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

NH DEPARTMENT OF CORRECTIONS

RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to NH Department of Corrections property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.

8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

ALAIN ELBAZ		MAY 11, 2023
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

ALAIN K. ELBAZ		May 11, 2023
Name	Signature	Date

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain view inspections.

c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

ALAIN K ELBAZ		MAY, 11, 2023
Name	Signature	Date

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

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

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

ALAIN K. ELBAZ — MAY 11, 2023
Printed Name/Signature of Contractor Employee — Date

ALAIN K. ELBAZ — MAY 11, 2023
Printed Name/Signature of Contractor Representative — Date

ABILIS SOLUTIONS CORP. PRESIDENT
Organization and Title of Contractor Representative

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

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT

ACKNOWLEDGEMENT FORM

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

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

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

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

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

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

Name (print): ALAIN K. ELBAZ **Date:** MAY 11, 2023
(Name of Contract Signatory)

Signature: _____
(Signature of Contract Signatory)

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

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

(1) Definitions

a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) <u>Obligations and Activities of Business Associate</u>

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

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

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

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

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

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

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

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

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

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

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections	ABILIS SOLUTIONS CORP
State of New Hampshire Agency Name	Contractor Name
Helen E. Hanks	A K Elbaz
Signature of Authorized Representative	Contractor Representative Signature
Helen E. Hanks	ALAIN K. ELBAZ
Authorized DOC Representative Name	Authorized Contractor Representative Name
Commissioner	PRESIDENT
Authorized DOC Representative Title	Authorized Contractor Representative Title
5/16/2023	MAY, 11, 2023
Date	Date