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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, N.H. 03301

June 4, 2024

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

REQUESTED ACTION

Authorize the Department of Education (NHED) Bureau of Vocational Rehabilitation (VR) to enter into a **sole source** contract with Alliance Enterprises, Inc. of Lacey, Washington (Vendor# 257836) to provide a hosted case management system, to include required maintenance and upgrades effective upon Governor and Council approval through June 30, 2027 in an amount not to exceed \$2,006,420 with the option to extend for one (1) year up to two (2) times for a total of two (2) years. 100% Federal Funds.

Funds are available in the following account in Fiscal Year 2025 and are anticipated to be available in 2026 and 2027 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-565510-25380000 VR Field Programs – Federal

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	\$1,002,399
2026	102-500731	Contracts for Program Services	\$489,182
2027	102-500731	Contracts for Program Services	\$514,839
Total			\$2,006,420

EXPLANATION

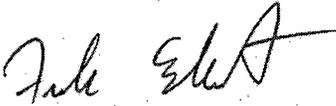
This request is **sole source** because the Bureau has numerous custom-built interfaces that transmit data securely and efficiently between different Departments in the state. With Administrative Services for vendor and payment processes, the Department of Education for Educational and School Records, New Hampshire Employment Security for co-enrolled referrals, and other custom-built internal processes for data reporting and secondary systems, which at this time would be cost and resource-prohibited to reconstruct.

The system currently maintains approximately 55,000 individual customer records used by approximately 100 staff in seven regional offices statewide, plus a central administrative office in Concord to provide services to individuals with disabilities so that they may prepare for and engage in competitive integrated employment. The case management system tracks their progress, maintains federal and state required documentation, procures and pays for services, and provides required reporting to the parent federal agency, the Rehabilitation Service Administration, and the U.S. Department of Education.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
Page 2 of 2

The maintenance and enhancements required under this contract will keep Vocational Rehabilitation in compliance with Federal requirements and provide needed changes to increase efficiencies in the processes. Alliance Enterprises, Inc. has provided exceptional performance of services in forty-one Vocational Rehabilitation agencies across the country. Alliance Enterprises, Inc. has also provided a secure hosted case management system to the New Hampshire Bureau of Vocational Rehabilitation for ten (10) years and is fully integrated into the department's daily operations.

Respectfully submitted,



Frank Edelblut
Commissioner of Education



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 17, 2024

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Alliance Enterprises, Inc., as described below and referenced as DoIT No. 2024-132.

The purpose of this request is to enter into a contract to provide a case management system as a service, hosting the system, and providing required upgrades and maintenance. In addition, the Contractor will develop an interface with the Social Security Administration to automate eligibility determination and documentation for over thirty percent of applicants as well as other customizations to streamline operations.

The Total Price Limitation shall be \$2,006,420.00, effective upon Governor and Council approval for the period of July 1, 2024 through June 30, 2027.

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

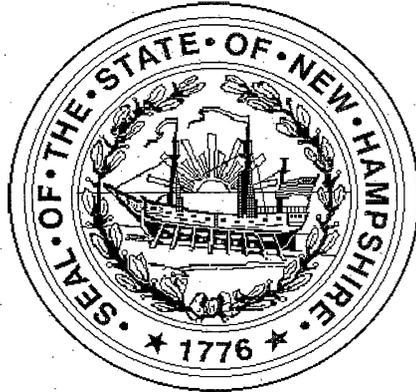
Sincerely,

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

Denis Goulet

DG/RA
DoIT #2024-132

cc: Kathy Wood, IT Lead



STATE OF NEW HAMPSHIRE

DEPARTMENT OF EDUCATION

VOCATIONAL REHABILITATION CASE MANAGEMENT
SYSTEM

DoIT 2024-132

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS**

AGREEMENT	4
EXHIBIT A - SPECIAL PROVISIONS.....	9
EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES	Error! Bookmark not defined.
1. STATEMENT OF WORK.....	14
2. BUSINESS / TECHNICAL REQUIREMENTS	17
3. ACTIVITY, DELIVERABLE, AND MILESTONE	17
4. DELIVERABLE REVIEW AND ACCEPTANCE.....	18
5. CHANGE ORDER	19
6. IMPLEMENTATION SERVICES	19
7. PROJECT MANAGEMENT.....	20
8. WORK PLAN.....	22
9. ACCEPTANCE & TESTING SERVICES	22
10. MAINTENANCE, OPERATIONS AND SUPPORT	23
11. DATA PROTECTION.....	26
12. SOFTWARE AGREEMENT	28
13. ADMINISTRATIVE SERVICES.....	28
14. TRAINING.....	28
15. MERCHANT CARD SERVICES	28
16. TERMS AND DEFINITIONS	29
17. CONTRACTOR’S CERTIFICATES	29
EXHIBIT C – PRICE AND PAYMENT SCHEDULE.....	30
18. CONTRACT PRICE.....	30
19. TRAVEL EXPENSES	30
20. SHIPPING FEES	30
21. INVOICING	30
22. INVOICE ADDRESS.....	30
23. PAYMENT ADDRESS.....	31
24. OVERPAYMENTS TO THE CONTRACTOR.....	31
25. CREDITS	31
26. PROJECT HOLDBACK.....	31

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS**

27. PAYMENT SCHEDULE	31
EXHIBIT D – SOFTWARE LICENSE AGREEMENT	33
EXHIBIT E – ADMINISTRATIVE SERVICES	35
1. DISPUTE RESOLUTION	35
2. ACCESS AND COOPERATION.....	35
3. RECORD RETENTION	36
4. ACCOUNTING	36
5. AUDIT	36
6. MISCELLANEOUS WORK REQUIREMENTS	36
7. EXHIBIT F – TERMS AND DEFINITIONS.....	38
8. EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES.....	43
9. ATTACHMENTS.....	43
10. CONTRACTOR CERTIFICATES.....	43

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS**

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

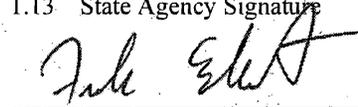
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 21 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Alliance Enterprises, Inc.		1.4 Contractor Address 2590 Willamette Dr. NE Lacey, WA 98516	
1.5 Contractor Phone Number 360-456-7000	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$2,006,420.00
1.9 Contracting Officer for State Agency Christopher Semonelli		1.10 State Agency Telephone Number 603-271-4178	
1.11 Contractor Signature  <small>Karen Dunn (Jun 4, 2024 07:01 PDT)</small>		1.12 Name and Title of Contractor Signatory Karen Dunn, Chief Executive Officer of Corporation	
1.13 State Agency Signature  <small>Date: 6/10/2024</small>		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: Elizabeth Brown (Attorney)  On: 6/10/2024			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS**

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DoIT 2024-132 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
TABLE OF CONTENTS

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the

interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

- 3.4** The Term may be extended one (1) year up to two (2) times for a total of two (2) years (“Extended Term”) at the sole option of the State, subject to the Parties prior written Agreement on applicable fees for each extended Term under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

- 9.1** Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by ninety (90) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
- 9.2** In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause all suppliers and subcontractors to cease work related to this Agreement. The Contractor shall provide the State with a prorated invoice for the percentage of work that was performed on any services up until the moment of termination but shall not be held liable for any work performed or costs incurred which could have reasonably been avoided.
- 9.3** 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, Written Deliverables, for such part of the Contract as has been terminated. 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 pursuant to this

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

Contract 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 180 days has erased all State data.
- 9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, reasonable transition services requested by the State, on a time and materials basis and as set forth in a statement of work mutually agreed upon and executed by the parties, to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).
- 9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 10.4 In performing its obligations under this Agreement, Contractor may gain access to State Confidential Information. The Contractor shall not use the State 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 State Confidential Information.
- 10.4.1 In the event of the unauthorized release of State Confidential Information, Contractor shall immediately notify the State’s Chief 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 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. 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;

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT A – SPECIAL PROVISIONS

- c. 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
 - d. is disclosed with the written consent of the disclosing Party.
 - 10.6** A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or 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** 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. 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** This covenant in paragraph 10 shall survive the termination of this Contract.
- A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**
- 12.5** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
 - a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.
- A.5 Provision 17, Notice, is deleted and replaced with the following:**
- 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 digitally stamped electronic mail sent to a valid address.
- A.6 The following Provisions are added and made part of the P37:**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

27. FORCE MAJEURE

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

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

28. 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.

29. 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 use reasonable 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.

30. ORDER OF PRECEDENCE

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

State of New Hampshire, Department of Education Contract Agreement DoIT – 2024
-132

Additional Contractor Provided Documents - Exhibit G Attachment 3 – Subscription Agreement

31. FEDERAL CERTIFICATION 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT A – SPECIAL PROVISIONS**

false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

The contractor is responsible for securely hosting as outlined in Section 11 Data Protection and providing unlimited access to the following systems and services as part of the subscription at a State of New Hampshire approved FedRamp compliant data center.

1.1 Software as a Service

1.1.1 Aware VR – Case Management System for the Vocational Rehabilitation program tracking client information, services provided, and regulatory reporting requirements. The system interfaces with the State’s financial system for payment upload and vendor validation, the Department of Education for schools and educational goal progress, and New Hampshire Department of Employment Security for referrals from their Workforce Development systems. This system contains analytics libraries and business intelligence views for advanced query and analysis of data.

1.1.2 Aware Business Enterprise Program (BEP) – The system allows the State to efficiently manage operations and finances for the BEP operators across the state tracking inventory at over sixty locations, managing required program accounting and financial processes, including operator revenue, commissions, and set aside percentages.

1.1.3 Aware Consumer Portal - The Aware Consumer Portal is an application designed to work with Aware VR and the Aware Application Programming Interface (API) to securely grant access to an agency’s Aware database. Agencies grant access to real-time Aware case management data for current participants. This means participants can review referral themselves for services, view and edit their personal information, review case status, or communicate with their counselor.

1.1.4 AWARE Application Programming Interface (API) – The API allows the State to have real-time secure access to read and update the Aware databases from approved third party applications or custom-built solutions.

1.1.5 Aware Quality Assurance (QA) Tool – The tool enables the State to develop, complete and track quality assurance reviews in the system.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

The contractor shall ensure there are a minimum of two (2) releases each year of be made to keep the software current with the U.S. Department of Education Rehabilitation Services Administration (RSA) Regulations and Reporting Policy Directives, to upgrade the Aware Software in order to maintain compatibility with underlying software technologies comprised within the overall architecture of the application, and to incorporate new features, functions, or enhancements developed as a result of continued research and development efforts.

1.2 Support

The contractor is responsible for providing comprehensive support and maintenance of the software listed in Exhibit B Section 1.1 Software as a Service as part of the contract. Support includes but is not limited to ensuring continuity of system access, ensuring the availability and security of the underlying infrastructure of servers, database administration services such as system installation, performance monitoring, backup and disaster recovery, patch management and system and or database upgrades, and any required services. Support services also include the maintenance and support of custom code built by the Contractor at the direction of the State; known as Xtend and ongoing interface maintenance and support (IMS) to ensure the continued functionality of the interfaces between the State and the Contractor.

1.3 Development

1.3.1 Comprehensive Assessment Changes

The Contractor will build a Comprehensive Assessment data page in the Referral Module. Users will have the option of completing this data page as part of a referral. If a referral is used to create a case, any information collected using the referral's Comprehensive Assessment will be moved to the case. This will save time for staff who collect information relevant to the Comprehensive Assessment during the referral process. The Contractor shall add a Save button to the Comprehensive Assessment data page. Selecting this button will save the data entered on the page without leaving the data page.

1.3.2 Legal Representative

The Contractor will build a method for the State to quickly evaluate whether the participant is their own guardian without looking at multiple data pages by adding the Legal Representative as an option for Participant Module data page header.

1.3.3 Fund Allocation Changes

The ensure compliance with the U.S. Department of Education Department General Administrative Regulations (EDGAR) 34 C.F.R. § 76.707 when obligations are made, references to Authorization Begin Date will be replaced with Authorization Issue Date for all logic related to fund allocation selection to ensure the obligation is made on the date on which the State or subgrantee makes a binding written commitment to obtain the services. The interface will be updated to look at the Fund Allocation record's

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Amount and Total Paid amounts and consider any record with a remaining balance to be active when initially identifying Fund Allocations that can be considered for use later in the payment export process.

The step of the payment export process that determines whether a service is an SWD service will be updated to include a check for SWD Support services.

1.3.4 Social Security Interface (SVES)

To streamline program eligibility the Contractor and the State will develop an interface to import Social Security Administration (SSA) data available through the State Verification and Exchange System (SVES) into the case management system. Pursuant to *34 CFR §361.42(3) Presumption of eligibility for Social Security recipients and beneficiaries* any applicant who has been determined eligible for Social Security benefits under title II or title XVI of the Social Security Act is presumed eligible for vocational rehabilitation services.

The interface will automate eligibility determination and documentation for over thirty percent of applicants resulting in less burden on citizens and staff as current process requires a manual review of benefits documentation and resulting in faster service delivery.

Any duplication, dissemination, or disclosure of SSA data as a result of this data exchange must comply with the terms and conditions of the State's Information Exchange Agreement (IEA) with the SSA.

1.3.5 Financial Needs Assessment Data page

The Contractor will develop a Financial Needs Assessment (FNA) data page for staff to complete yearly for participants receiving non-exempt services in order to streamline program participant's available resources determination as outlined in the New Hampshire Department of Education Administrative Rule Chapter Ed 1000 Ed Vocational Rehabilitation Programs 1011.01 Financial Needs Assessment. The FNA data page will require rules that automatically exempt participants based on changes made by the State's to be developed SVES interface. As part of this development the system will create a system Activity Due that would remind staff to complete an FNA each year for participants that have a Plan for Employment with non-exempt services who is not except due to SSA Benefits.

1.3.6 System Timeout Warning

The Contractor will update the system so it will keep track, locally, of the time remaining in the user session before time-out occurs and present the user with a warning message when time-out is imminent advising the user to save their work.

1.3.7 Plan Approval Reference

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Contractor will update the system to reference estimated costs to the agency as well as costs where the sources have yet to be determined to align system approval process with business practice.

2. BUSINESS / TECHNICAL REQUIREMENTS

B-2.1 Business Requirements
See Exhibit G Attachment 1

B-2.2 Technical Requirements
See Exhibit G Attachment 1

2.1 Compliance Requirements

Agency Compliance Documents are identified in Exhibit G 1-4: Attachment 2

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3 DELIVERABLES			
	Activity, Deliverable, or Milestone	Deliverable Type	Delivery Date
Web Based Software as a Service			
1	Hosted AWARE FY2025 (July 1, 2024 – June 30, 2025)	Hosted System	July 1, 2024
2	Change Contingency Development as Needed FY2025	Software	June 30, 2025
3	Hosted AWARE FY2026 (July 1, 2025 – June 30, 2026)	Hosted System	July 1, 2025
4	Change Contingency Development as Needed FY2026	Software	June 30, 2026
5	Hosted AWARE FY2027 (July 1, 2026 – June 30, 2027)	Hosted System	July 1, 2026
6	Change Contingency Development as Needed FY2027	Software	June 30, 2027
System Development			
1	Social Security Administration Interface for Benefit Verification	Software	June 30, 2025
2	System Timeout Notification	Software	September 30, 2025
3	Financial Needs Assessment Data page	Software	September 30, 2025

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

4	Miscellaneous Development (Fund Allocation, Comprehensive Assessment, System Timeout, Plan Approval Amount, and Legal Representative changes)	Software	September 30, 2025
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4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. CHANGE ORDER

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

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

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff (to the extent permitted under applicable law). The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

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

7.1 The Contractor Key Project Staff

7.1.1 The Contractor's Contract Manager

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

Kristin De Han

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

360-456-7000

Kristin.DeHan@allianceenterprises.com

7.1.2 The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within four (4) hour(s) of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3 Termination for Lack of Project Management and Key Project Staff

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

7.2 The State Key Project Staff

7.2.1 The State Contract Manager

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

Jillian Johnson
603-573-1500
Jillian.H.Johnson@doe.nh.gov

7.2.2 The State Project Manager

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

Christopher T Semonelli Jr
603-271-4178
Christopher.T.SemonelliJr@doe.nh.gov

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

Leading the Project;

Engaging and managing all Contractors working on the Project;

Managing significant issues and risks;

Reviewing and accepting Contract Deliverables;

Invoice sign-offs;

Review and approval of Change Orders;

Managing stakeholders' concerns.

8. WORK PLAN

Project Planning kicks off the project and establishes the vision, schedule, resources, and assumptions for project completion. The Contractor will draft and the State will approve a Project Management Plan or agree to continued use of a previously approved Project Management Plan for any deliverable.

9. ACCEPTANCE & TESTING SERVICES

Development is installed and tested in accordance with a mutually agreed upon testing plan. The State completes testing within the scheduled error reporting cutoff date in the testing timeline and reports errors to the Contractor. The Contractor provides technical support during User Acceptance Testing (UAT), prioritizes errors in collaboration with the State, and, if needed, prepares an Error Correction Plan for delivery of corrections. An Error Correction Plan includes a list of mutually prioritized errors and the expected release timeline for corrections.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

10.2 System Support

The Contractor must perform technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

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

Severity 1- Critical - Within the Production instance, whole or part of the instance is down, and recovery efforts are failing, (2) within the Production instance, whole or part of Mandated Business Operations workflow is inoperative and an entire business process or an entire functional program is impacted and a Work-Around has not yet been identified or may not be possible.

Contractor shall respond to the Agency within four (4) hours after receipt of the Support Request and will work with the Agency to verify the Error as soon as possible after the initial response. Contractor shall provide a Work-Around procedure to overcome the effect of the Error immediately after Verification of the Error.

Severity 1- High - Within the Production instance, the Aware application is saving data incorrectly or the Error is causing a commonly used report to calculate statistics or financial data incorrectly, or (2) a scheduled interface or web service data delivery has failed.

Contractor shall respond to the Agency within one (1) Business Day after receipt of the Support Request. Error will be identified within five (5) Business Days after Alliance has responded to the Support Request and verified within ten (10) Business Days. Contractor will use commercially reasonable efforts to resolve no more than ninety (90) days after Verification for those functions that are used daily or needed by a specific date. For all other instances, the State and Contractor will mutually agree to a release schedule based on the frequency of use of the feature.

Severity 2- Medium - Within the Production instance, information cannot be input or retrieved from the application within the required deadline of a lower priority. One or

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

more staff cannot perform an assigned task through the system but can process other work.

Contractor will use commercially reasonable efforts to resolve Severity 2 Errors no more than one hundred and eighty (180) days after Verification for those functions that are used daily or needed by a specific date. For all other instances, the State and Contractor will mutually agree to a release schedule based on the frequency of use of the feature.

Severity 3- Low - The application exhibits formatting or other cosmetic problems but is still functional.

Contractor in its sole discretion will determine whether to respond to Severity 3 Errors in a future Upgrade.

10.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

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

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

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by.

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

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

10.4 Contract Warranties and Representations

10.4.1 System

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

10.4.2 Software

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

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

- a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover a pro-rata portion the fees paid to Contractor for the program license subscription based on the remainder of time left in the Term of the Term and any unused, prepaid technical support fees the State has paid for the program license; or
- b. the re-performance of the deficient Services, or
- c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and Contractor will provide a pro-rata portion of the fees paid to Contractor for the deficient Services based on the remainder of time left in the Term.

10.4.3 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

10.4.4 Services

Contractor warrants that all Services to be provided under this Agreement will be provided expediently, in a professional manner, in accordance with

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

11. DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
- b. All data obtained by the Contractor in the performance of this 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 State Confidential Information – 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 from the State in connection with the service issued from this Contract for any purpose other than fulfilling the service.
- f. The State acknowledges and agrees that it shall not be a violation by Contractor of this to create and use Operations Data for its own internal purposes, including, without limitation for testing and support. “Operations Data” means data pertaining to the operations, use and testing of the Subscription Services including aggregated and/or anonymized data arising from the State’s use of the Subscription Services.

11.1 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 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.

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.

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.

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

11.3 Breach Responsibilities

11.3.1. 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.

11.3.2. 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.

11.3.3. 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES**

make changes in business practices in providing the services, if necessary.

11.3.4. 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 Contractor's 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 for up to 12 months for affected data subjects, to the extent the Data Breach involves data that may impact a data subject's credit;
- 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.

12. 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 Agreement. For the sake of clarification, the Software Licenses are for hosted access on a subscription basis. All Contractor Proprietary Materials shall be the property of Contractor and shall be returned to Contractor upon termination of this Agreement for any reason. "Contractor Proprietary Materials" means the Aware Software, Documentation, Customizations, Supplements, Additional Capabilities, Extensions and Interfaces and Modifications and all modifications and derivatives thereof (each as defined in Exhibit G).

13. 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

14. TRAINING

Not Applicable

15. MERCHANT CARD SERVICES

Not Applicable

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

16. TERMS AND DEFINITIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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.

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 identified in the Payment Schedule below. 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 or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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

5. INVOICE ADDRESS

Invoices may be sent to: Jillian Johnson

Jillian.H.Johnson@doe.nh.gov
21 South Fruit Street Suite 20
Concord, NH 03301

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

10. PAYMENT SCHEDULE

10.1 Contract Type

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.

10.1.1. Activities / Deliverables / Milestones Pricing

Deliverable	FY2025	FY2026	FY2027	Total
Subscription	\$422,589	\$444,711	\$468,035	\$1,335,335
Contingency Fund	\$42,259	\$44,471	\$46,804	\$133,534
Financial Needs Assessment Data page	\$242,051	\$0.00	\$0.00	\$242,051
Miscellaneous Development (Fund Allocation, Comprehensive Assessment, Timeout, Plan Approval Amount, Legal Representative tracking)	\$152,000	\$0.00	\$0.00	\$152,000
Social Security Administration Interface for Benefit Verification	\$99,000	\$0.00	\$0.00	\$99,000
System Timeout Notification	\$44,500	\$0.00	\$0.00	\$44,500
Total Expenses	\$1,002,399	\$489,182	\$514,839	\$2,006,420

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

10.1.2. Funding Source

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

06-56-56-565510-25380000 VR Field Programs – Federal

Fiscal Year	Class/Account	Class Title	Amount
2025	102-500731	Contracts for Program Services	\$1,002,399
2026	102-500731	Contracts for Program Services	\$489,182
2027	102-500731	Contracts for Program Services	\$514,839
Total			\$2,006,420

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant.

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

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

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. 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, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. Viruses. Contractor shall use commercially reasonable efforts, including through the use of industry standard technologies to 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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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.

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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

- 1.1 Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.
- 1.2 The Parties shall use reasonable efforts to arrange personal meetings 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 ALLOTTED TIME
First	Kristin De Han Contract Manager	Christopher Semonelli Business Systems Analyst	Ten (10) Business Days
Second	Michelle Fiedler Vice President of Operations	Richard Sala Vocational Rehabilitation Director	Fifteen (15) Business Days
Third	Karen Dunn Chief Executive Officer	Louis (Frank) Edelblut Education Commissioner	Fifteen (15) Business Days

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

2. ACCESS AND COOPERATION

- 2.1 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS

3. RECORD RETENTION

3.1 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.

3.1 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

4.1 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

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to abide by all relevant policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS

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 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS**

Not Applicable.

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	<p>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.</p> <p>Confidential Information includes any and all information owned or managed by the State of NH 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.</p>
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 Contractor 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 an 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS**

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	Any written, software, or non-software item (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.
Federal Risk and Authorization Management Program (FedRAMP)	FedRAMP is a government-wide program that promotes the adoption of secure cloud services across the federal government by providing a standardized approach to security and risk assessment for cloud technologies and federal agencies.
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.
Interface Maintenance and Support (IMS).	Shall mean through the Interface Maintenance and Support program, Alliance provides agencies ongoing operational support and maintenance for their Interfaces.
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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS**

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 Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS Software 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.
Solution	A proposed set of Software and Services addressing the requirements and terms of the RFP or sole source project.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS**

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT F – TERMS AND DEFINITIONS

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: <i>Business/Technical Requirements and Deliverables</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Xtend	Custom code written for the State by the Contractor to enhance and or add functionality to the software.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
VR-2024-06 – VOCATIONAL REHABILITATION CASE MANAGEMENT SYSTEM
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Attachment 1 - Business and Technical Requirements
- b. Attachment 2 - Agency Compliance Documents
- c. Attachment 3 – Alliance Enterprises Inc Agreement for Subscription Services

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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**Exhibit G
Attachment 1**

Vendor Response Column:
Place "Yes" if the Solution can fully support ALL the functionality described in the row, without special customization. "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).
Otherwise, enter "No". "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:
(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met. If the Vendor believes that there is something about their Solution that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. (P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness. (O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:
Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the current release of the proposed Solution.
Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)
Custom - Feature/Function can be provided with custom modifications. (Provide estimated hours and average billing rate or flat cost for the modification in the comment area.)
Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:
For all Delivery Method responses vendor must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

BUSINESS REQUIREMENTS					
State Requirements			Vendor Response		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Business Requirements					
B1.1	Vendor to provide a list of the employees with access to data provided by the State from the Social Security Administration (SSA) upon request	M	Yes	Standard	NHVR submits Support request to trigger delivery.
B1.3	The system must be Section 508 (Federal Electronic and Information Technology) Compliant	M	Yes	Standard	
B1.4	Vendor shall maintain SOC II Compliance	M	Yes	Standard	
B1.5	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs	M	Yes	Standard	

TECHNICAL REQUIREMENTS					
State Requirements			Vendor Response		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
Security Compliance Requirements					
T1.1	Comply with controls required by NIST Special Publication 800-171 R2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations to achieve the Baseline <u>SP 800-171 Rev. 2, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations</u> <u> CSRC (nist.gov)</u>	M	Yes	Standard	Applicable to matching controls covered by SOC II Type II
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - Baseline Plus	P	Yes	Standard	Applicable to matching controls covered by SOC II Type II

Contractor Initials KD
Date Jun 4, 2024

	<u>SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)</u>				
T1.3	Personally identifiable information (PII) must be encrypted during transit, use and at rest.	M	Yes	Standard	
StateRAMP Authorization					
T2.1	StateRAMP Ready/Authorized Certification	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.2	If StateRAMP Ready, you agree to attain StateRAMP Authorized within 12 months of the effective date of a resulting contract.	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.3	If StateRAMP Active, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.4	If StateRAMP In Process, you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.5	If StateRAMP Pending (Under review with StateRAMP PMO awaiting a determination for a verified status), you agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract or prior to contract renewal.	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.6	If Not StateRAMP Progressing, Not StateRAMP Ready, or Not StateRAMP Authorized the vendor shall initiate and provide a StateRAMP Security Snapshot with their response. You agree to attain StateRAMP Authorized within 24 months of the effective date of a resulting contract.	P	No	Future	Alliance is evaluating StateRAMP for future security certifications
T2.7	Continuous Monitoring – For any resulting award(s) and subsequent contract(s), the awarded contractor(s) will grant access to continuous monitoring and reporting upon receiving award for StateRAMP Security Snapshot, Ready status and Authorization status through the life of the contract. The State reserves the right to request and review all Third-Party Assessment Organization (3PAO) audits, risk assessments, vulnerability assessments, and penetration tests of the contractor's environment. The contractor shall respond to all flaws discovered by providing a mutually agreed upon timeframe to resolve the issue and/or implement a compensating control.	P	Yes	Standard	Contingent on appropriate Non-disclosure agreements and security considerations.
Other Certifications in lieu of StateRAMP					
T3.1	FedRAMP Authorized How to Become FedRAMP Authorized FedRAMP.gov	M			Alliance host on Azure Government platform which is FedRAMP High.

Contractor Initials KD
Date Jun 4, 2024

T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	P			Alliance host on Azure Government platform which is FedRAMP High.
Hosted Platform					
H1.1	<p>The following Hosting Platforms are FedRAMP/StateRAMP Authorized and are pre-approved to host any SaaS or other Software Product. If your platform is included in the list below identify the platform in the Vendor Comments.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	P	Yes	Standard	
H1.2	The environment shall undergo as Annual Penetration Testing to check for exploitable vulnerabilities	M	Yes	Standard	
H1.3	The environment shall undergo Vulnerability Scans on at least annually	M	Yes	Standard	

Exhibit G
Attachment 2
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference:

2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 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 addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

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

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered 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 are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 or the value of the quantity acquired in the preceding fiscal year exceeded \$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.

Contractor Initials KD
Date Jun 4, 2024

Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials KD
Date Jun 4, 2024

Anti-Lobbying

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

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions (<http://www.whitehouse.gov/omb/grants/sfillin.pdf>).
- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials KD
Date Jun 4, 2024

Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Contractor Initials KD
Date Jun 4, 2024



Exhibit G

Attachment 3

Alliance Enterprises Agreement
for
Subscription Services

This Agreement for Subscription Services ("Agreement"), including all schedules, addendums, exhibits, amendments, and Statements of Work that may be set forth below, applies to all products and services provided by Alliance Enterprises, Inc. ("Alliance") to the New Hampshire Department of Education ("Agency") as may be set forth on mutually executed purchase documents.

1. Identification.

New Hampshire Department of Education 21 South Fruit St, Ste 20 Concord, NH 03301	Alliance Enterprises 2590 Willamette Dr. NE Lacey, WA 98516
Agency Signature Authority	Karen Dunn, CEO
Contract Term: 7/1/24 - 6/30/27 Optional Renewals: 7/1/27 - 6/30/28 & 7/1/28 - 6/30/29	Purchase Order:
Contract Identification:	Not to Exceed Amount: \$2,006,420.00

2. Software and Services.

2.1 **General.** The Parties will describe the Aware Software or services to be provided by Alliance in one or more Statement of Work.

2.2 **Alliance Subscription Services.** Alliance Subscription Services or Subscription Services, utilize a recurring subscription wherein Alliance provides multiple software products to the Agency with maintenance and support services. Access to the Alliance Subscription Services shall be subject to the additional terms and conditions in the Subscription Services Terms set forth in this Agreement.

2.3 **Aware Software.** The Aware Software is an enterprise-style case management software developed and licensed by Alliance. Aware Software is



provided by Alliance to Agency and subject to the terms of this Agreement and the terms of any other fully executed Amendments, Addendums, schedules, or exhibits.

2.4 **Hosting Services.** The Aware Software is hosted on an Alliance maintained hosting infrastructure. Hosting Services are provided by Alliance to Agency and subject to the terms of the agreement.

2.5 **Professional Services.** Services that are or include professional services (e.g., consulting, services resulting in deliverables, etc.) shall be performed in accordance with the terms of this Agreement and each applicable Statement of Work.

1. **Definitions.** Unless otherwise defined in this Agreement, all capitalized terms used in this Agreement shall have the definition assigned such terms in this section. Defined terms herein shall mean both the noun and verb form even if only defined in one form. Definitions shall include the singular and the plural even if only defined in one form.

1.1 **Additional Capabilities** shall mean any capabilities not included in the Agreement which Agency requests Alliance incorporate into the Customizations.

1.2 **Agency Data** means any data that Agency or its Users input into the Subscription Services for Processing as part of the services, including any personal data forming part of such data.

1.3 **Applicable Law** means the requirements of state, provincial, regional, federal and national privacy laws and regulations governing Agency personal data in Alliance's possession or under its control and applicable to Alliance's provision of the software and services.

1.4 **Aware Software** means Alliance's proprietary Aware software application. Aware Software also includes the Software Documentation and any New Releases licensed to Agency hereunder.

1.5 **Business Hours and Days** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by United States government agencies or Alliance.

1.6 **Confidential Information** has the meaning ascribed to it in Section 3.

1.7 **Core Software** shall mean the Aware Software without any Xtend and Interfaces.

1.8 **Customization** shall mean customization of the Aware Software performed by Alliance.

1.9 **Documentation** means the software technical user and administrator manuals published by Alliance regarding use of the Software and Subscription Services, including additional, updated, or revised documentation.

1.10 **Downtime** means the failure of Alliance to provide Subscription Services for an ascribed period of time.

- 1.11 Error shall mean a material failure of the Aware Software to conform to the documentation or a failure of the Core Software to operate as described in the documentation, provided that Agency reports such condition to Alliance during the term of this Agreement and that it can be Verified by both Parties as further defined below.
- 1.12 Extensions shall mean additional code written by Alliance to extend the Aware Software using Xtend or Interfaces.
- i. Xtend shall mean adding functionality to the Aware Software by writing additional code for the Aware Core Software.
 - ii. Interface shall mean an Agency-specific data exchange developed to allow Aware to communicate with a third-party system.
- 1.13 Interface Maintenance and Support (IMS). Shall mean through the Interface Maintenance and Support program, Alliance provides agencies ongoing operational support and maintenance for their Interfaces.
- 1.14 Mandated Business Operations shall refer to Agency staff members using the software to meet the requirements specified in U.S. Department of Education, Rehabilitation Services Administration ("RSA") Regulations and RSA reporting Policy Directives within the scope of the software as defined by the documentation for the current version.
- 1.15 New Release means any Hot Fix, Update, Upgrade or New Version of the Aware Software.
- i. Hot Fix means a software release containing a correction to a specific Error(s) used to quickly install and correct the problem. Hot Fixes are designated by Alliance, in its sole discretion.
 - ii. Update means a software release containing correction of Errors. Updates are designated by Alliance, in its sole discretion.
 - iii. Upgrade means a software release containing modification to the Aware Software that incorporates new features, legal and regulatory changes, correction of Errors, and functional or performance improvements. Upgrades are designated by Alliance, in its sole discretion.
 - iv. New Version means a substantially improved version of the Aware Software, incorporating significant new features or new functionality. New Versions are designated by Alliance, in its sole discretion.
- 1.16 Performance Problem means a material deterioration in the performance of the Subscription Services resulting in a degradation of services below service-level commitments stated in any Subscription Services Schedule associated with this Subscription Services Schedule (excluding any Downtime).

- 1.17 Process means any operation or set of operations which is performed on Agency Data or on sets of Agency Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.18 Production instance means the instance of the software application used in production as the Agency's system of record.
- 1.19 Renewal Term means the term agreed to between the Parties in writing, applicable to any extension of this Agreement commencing immediately upon the expiration of the then-current term of this Agreement.
- 1.20 Services means the services provided by Alliance to Agency hereunder as agreed upon between the Parties as of the Effective Date.
- 1.21 Service Credit means an amount equal to five percent (5%) of the monthly fee, up to one hundred percent (100%) of the monthly fee.
- 1.22 Source Code shall mean the human readable version of a software program that requires compilation or other manipulations before it can be executed by a computer and all corresponding source documentation, including application programming interface specifications, release notes and build procedures.
- 1.23 Subscription Services shall mean the services provided by Alliance to Agency that utilize a recurring subscription wherein Alliance provides software product(s) to the Agency but to which the client does not receive or retain a license to the software.
- 1.24 Support Services means collectively, telephone and email support, online support, installation support, and system administration support services, in each case as further defined below, which Alliance provides to Primary Contacts to answer questions about the Core Software or Subscription Services, as applicable.
- a) Support Hours and Days shall mean Monday through Friday, 8:00 a.m. to 8:00 p.m., Eastern Time, except for holidays observed by government agencies or Alliance.
- b) Support Request means the event of a Primary Contact telephoning or emailing Alliance to report an Issue in the Core Software, or to request assistance in resolving an Error.
- 1.25 Tenant means a logical isolation unit, or dedicated share of a particular Subscription Services instance; the dedicated share may be configured to reflect the needs of the specific Agency business unit using the share.
- 1.26 Upgrade, Maintenance, and Support Services or Program. In consideration of the payments to be made to Alliance in this Agreement, Alliance agrees to provide the Upgrade, Maintenance, and Support Services ("UMS") as further set forth in this Agreement.



1.27 User means any individual who has been authorized by Agency to use the end user features and functionality of the Software or Subscription Services.

1.28 Verification means the process of Alliance and the Agency working together to verify that an Error exists, to determine the source of the Error, to agree upon the Classification of the Error, and agree upon the schedule for releasing the correction or Work-Around.

1.29 Work-Around means a by-pass or method of using the Aware software that avoids an Error and therefore temporarily resolves the issue until a complete resolution can be released.

1.30 Xtend Maintenance and Support (XMS) shall mean through the Xtend Maintenance and Support program, Alliance provides agencies ongoing operational support and maintenance for their Xtend.

2. Fees and Payment.

2.1 **Fees.** Agency will pay Alliance all fees and license fees set forth in the Agreement and Statement of Work for the Aware Software and Services ("Fees") in accordance with the Agreement herein. Unless otherwise agreed in the Agreement or a Statement of Work, Agency will pay Alliance all undisputed amounts within thirty (30) days from receipt of an accurate invoice. All Fees shall be invoiced and paid in U.S. currency, unless otherwise expressly agreed by the Parties in writing, and invoices to be paid in foreign currency must contain wire transfer instructions. Failure to pay the License Fee shall be a material breach of this Agreement. Alliance may increase or add new fees and charges for any existing Aware Software or Services by providing Agency at least thirty (30) days' advance notice prior to the beginning of any Renewal Term.

2.2 **Additional Capabilities.** For any mutually agreed upon Additional Capabilities, Agency shall pay to Alliance an additional cost, as determined by Alliance and submitted to Agency as a formal quotation. Agency shall acknowledge and accept Alliance's quotation, in writing, prior to the commencement of any work on the development of the Additional Capabilities by Alliance.

2.3 **Expenses.** Agency will reimburse Alliance for reasonable travel expenses preapproved in writing, if agreed upon by both Parties. Alliance will invoice Agency in accordance with the terms set forth in the Agreement or an applicable Statement of Work.

2.4 **Taxes.** Agency is responsible for the payment of taxes in connection with this Agreement that are imposed by law on Agency as the buyer of the Aware Software or Services, which may include, but are not limited to, sales, use, excise, value-added, business, service, goods and services, consumption, and other similar taxes or duties. Each Party will be responsible for its own income taxes, gross receipts taxes, employment taxes, and property taxes. The Parties will cooperate in good faith to minimize taxes to the extent legally permissible. To the extent Alliance is required to collect taxes for which Agency is responsible, Alliance will identify such taxes as separate line items on affected invoices. Each Party will provide to the other Party any



resale exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other Party from time to time.

3. Confidentiality.

3.1 **Confidential Information.** "Confidential Information" means non-public or proprietary information, whether written, oral, recorded on disc or in any other media or format, structured or unstructured, whether in motion or at rest, that the disclosing Party designates confidential or that, by its nature or under the circumstances surrounding disclosure, ought to be treated as confidential. Without limiting the foregoing, Agency expressly acknowledges and agrees that all Alliance intellectual property, as defined in this Agreement, including, without limitation, the Aware Software, Subscription Services, and all related documentation, constitutes Alliance's Confidential Information.

3.2 **Exclusions.** With the exception of personal data, which is not subject to the following exclusions, the obligations in this Section shall not apply to information that the Party receiving the information can conclusively establish with prior documented or published records: (i) entered the public domain without the receiving Party's breach of any obligation owed to the disclosing Party and without wrongdoing by receiving Party or any third party; (ii) was lawfully disclosed without a confidentiality obligation to the receiving Party from a source other than the disclosing Party; (iii) is or was rightfully in the receiving Party's possession prior to disclosure by the disclosing Party; or (iv) is independently developed by or for the receiving Party without use of the disclosing Party's Confidential Information.

3.3 **Obligation of Confidentiality.** Each Party agrees that for the duration of the Agreement, and after any termination that may occur, to hold the Confidential Information in the strictest confidence and not to disclose such Confidential Information to any third party, or, with respect to Agency, outside of Agency's organization. Parties are permitted to disclose relevant aspects of such Confidential Information to its officers, directors, employees, agents, authorized subcontractors, successors, permitted assigns, attorneys, auditors, and other representatives, law enforcement agencies, on a need-to-know basis in order to perform their obligations under this Agreement, provided that it obligates all such persons or entities to protect the Confidential Information to at least the same extent as required under this Section (including during the terms of their employment or engagement and thereafter). Parties shall use the other Party's Confidential Information solely to exercise rights and fulfill obligations under this Agreement. Parties shall take technical, managerial, and operational measures to mitigate risks and implement the necessary controls that protect the confidentiality of the other Party's Confidential Information that are no less protective than those measures it uses to protect the confidentiality of its own confidential or proprietary information (in no event, less than commercially reasonable efforts).

3.4 **Third Parties.** Under no circumstances shall either Party share the other Party's Confidential Information outside of their internal organization without the other Party's express written consent. It shall be the duty of the disclosing Party to ensure that any information provided to third parties is utilized only in the manner for which it was intended, that the third parties are held to the same standards of



confidentiality as are set forth in this Agreement, and that any such information in the third party's possession is destroyed by the third party after their relevant work has been completed. Exposure of information to third parties shall be said to include any information shared in meetings, calls, electronic mailings, or digital meetings, and the disclosing Party in such instance shall be the Party which extended the invitation to the third Party for said event. Should the sharing of Confidential Information to a third party result in a breach of confidentiality, it shall be the duty of the disclosing Party to remedy the situation and indemnify the injured Party.

3.5 **Agency Data.** This Section does not apply to Alliance's obligations regarding use and protection of Agency Data. Any disclosure of the Alliance Confidential Information by Agency or its Users and any breach of the confidentiality obligations of this Agreement by Agency shall be considered a material breach of this Agreement. Agency shall be liable to Alliance for all damages suffered by Alliance in connection with any such material breach, including all actual and indirect, consequential, special, and punitive damages.

3.6 **Disclosure Required by Law.** If any applicable law, regulation, or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information ("Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure, to facilitate the disclosing Party's efforts to protect its Confidential Information. Following such notification, the receiving Party will cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information. Alliance reserves the right to monitor the Agency Data for the purposes of ensuring the security of the data and the Subscription Services. Alliance further reserves the right (and Agency consents thereto) to delete or remove access to Agency Data to comply with applicable law or protect itself from liability arising therefrom.

3.7 **Equitable Relief.** Each of the Parties agrees that because of the unique nature of the Confidential Information, money damages may be inadequate, and the injured Party could suffer irreparable harm in the event of a breach or threatened breach of this Agreement. Accordingly, each Party agrees that the injured Party will be entitled to seek injunctive or other equitable relief, including, but not limited to, specific performance. The provisions of this paragraph do not limit any other legal rights or remedies the injured Party may have.

4. **Ownership and License.**

4.1 **Ownership.** The Subscription Services, any service documentation or other materials provided by or on behalf of Alliance, all copies and portions thereof, and all intellectual property rights therein, including, but not limited to derivative works, deliverables, updates, enhancements, and modifications therefrom shall remain the sole and exclusive property of Alliance.

4.2 **Agency Data Access.** Agency hereby grants Alliance reasonable access to that Agency Data which has direct effect on Alliance's ability to perform the contractual services under this Agreement. Alliance shall issue access to Agency Data only to staff that have received information security training, and under the constraints



of Least Privilege, wherein users are given the minimum level of access and permissions needed to perform the tasks required of them. This license shall terminate upon conclusion of this Agreement; provided, however, that Alliance may retain some or all Agency Data for archival purposes subject to the confidentiality restrictions herein and where permitted by applicable law.

4.3 **Intellectual Property.** Agency acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, copyrights, trade secrets, patents and patent applications, registered or unregistered trademarks, service marks, trade names, database rights, and all similar or related information (whether or not patentable) which relate to or contain Alliance's software or Services (collectively "Intellectual Property") belong solely to Alliance. Should the Agency develop new technologies, inventions, or marketable innovations through the direct or indirect use of Alliance's software or Services, then the Agency shall permit Alliance to enforce any patents, copyrights, or other proprietary rights to the Intellectual Property and a reasonable profit share matrix shall be developed and executed between the Parties. Agency will give Alliance written notice, as promptly as practicable, of all inventions or innovations which can reasonably be considered marketable improvements or other modifications of the product, processes, services, or technology owned or otherwise controlled by Alliance.

4.4 **Artificial Intelligence.** It is prohibited to use any software whose purpose is to apply any kind of Artificial Intelligence analysis to Aware Software or data. Any instance in which Agency has used Aware software in conjunction with Artificial Intelligence shall be considered a breach of this Agreement. Should Alliance determine that Artificial Intelligence has been used, Alliance reserves the right to immediately remedy the situation, including suspension or revocation of access, suspension of Services, or termination of the Agreement.

4.5 **Restriction on Use; Proprietary Use.** Agency covenants and agrees that its use of the Aware Software, services, and Alliance Proprietary Materials, will be in a manner consistent with this Agreement and with all applicable laws and regulations including trade secret, copyright, trademark, export control laws, and privacy and data handling laws and regulations. Without limiting the generality of the foregoing, Agency shall not, nor shall it permit or assist others, to:

- i. abuse or fraudulently use the software or services;
- ii. allow access to the software or services other than by the Users;
- iii. sublicense, loan, trade, or otherwise transfer or make the Alliance Proprietary Materials available to any other person or entity;
- iv. permit any third party to use or access the software or services except as permitted by this Agreement;
- v. remove, obscure, or alter any notice of copyright, patent, trade secret, trademark or other proprietary right or disclaimer appearing in or on the Alliance Proprietary Materials and shall ensure that every copy of all or any portion thereof made by Agency includes such notices;

- vi. copy or duplicate, or permit anyone else to copy or duplicate, a physical or magnetic version of the computer programs, documentation, or information furnished by Alliance in machine-readable or other form;
- vii. attempt to exceed the level of access to the software or services authorized by Alliance; or
- viii. attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the software or services.

4.6 **Audit of Agency's Use.** Alliance may internally audit Agency's usage and compliance with the terms of this Agreement.

4.7 Except for the license rights granted herein, Alliance retains all right, title, and interest in the Alliance Proprietary Materials and all copies thereof in any form. Agency shall deliver to Alliance a copy of Agency's Extensions and Interfaces to the Aware Software semi-annually. Alliance shall at all times have access to all of Agency's Extensions and Interfaces.

4.8 **Source Code Escrow.** If Agency elects the UMS program under the UMS Agreement, within thirty (30) days of the Effective Date, Alliance will ensure that a current version of the Core Software Source Code, along with all other relevant documentation is placed in escrow, which shall be governed by the escrow agreement, which shall be made available to Agency upon their request. In the event a release condition is triggered as set forth in the Escrow Agreement, Alliance hereby grants Agency a nonexclusive, perpetual, nontransferable license to use the documentation for internal purposes, including but not limited to, correcting errors, performing bug fixes, or performing maintenance on the Aware Software. Alliance agrees that it shall be solely responsible for all costs and expenses associated with the Escrow Agreement.

5. **Installation and Acceptance; Professional Services.**

5.1 **Installation.** Alliance shall install Aware Software, including installation of the database, web, and all components in accordance with the terms of the Agreement. Proper operation of the software shall be confirmed by accessing the software from a networked workstation and printing a standard report. Alliance will require Agency to test products and new releases in Agency's test environment and receive a passing result before progressing to implementation and production.

5.2 **Agency Required Hardware and Software.** Alliance shall, with Agency's input and cooperation, determine the minimum hardware and software requirements for Agency's use in connection with the Aware Software. Upon completion of the list of Required Minimum Hardware and Software Agency shall take responsibility for bringing their digital systems up to minimum standards as set by the Aware Enterprise Hardware and Software Requirements which will be provided to Agency upon request.

5.3 **Software Development and Aware Software License.**

i. **Software Development**

- a) **Number of Users.** The Subscription granted to Agency is for use of the Aware Software on Agency's server(s) for the number of Users specified in the Agreement or Statement of

Work. Agency may increase the maximum number of Users by providing written notice to Alliance.

- b) Renegotiation of Terms. Should the predicted usage amounts fluctuate during the term of this Agreement, and the fluctuation is expected to exist on a permanent or semi-permanent basis, then either Party may exercise the right to renegotiate the relevant terms of this Agreement concerning number of Users. Any alterations to the terms must be clearly stated in writing and executed by authorized representatives of both Parties.

ii. Enhancements to Aware Software.

- a) Agency may adapt the Aware Software to tailor the functionality to most closely conform to Agency's business practices.
- b) Agency shall have no right to modify the Aware Software.
- c) Agency may contract with Alliance to customize the Aware Software or for Additional Capabilities as provided in the Agreement.
- d) All Customizations shall be considered an integrated part of the Aware Software.

6. UMS Services. The UMS Services provided under this Agreement shall be in support and maintenance of the Aware Software and any Hot Fixes, Service Packs, Updates, Upgrades and New Versions furnished to Agency by Alliance under this or any other Agreement. Following the release of an Upgrade or New Version, Alliance will support the immediately preceding version (the "Prior Version") of the Aware Software for a period of six (6) months. At the end of that six (6) month period, Alliance shall have no obligation to provide UMS Services (or any type of support) for the preceding version.

6.1 Support; UMS Services. During any period when the Agency participates in the Upgrade, Maintenance and Support Program:

- i. Alliance shall provide the agency installation support, system administration support, and any required services for the Aware Software.
- ii. Alliance shall provide Agency with a minimum of two (2) New Releases during the term of this Agreement and during each year of any Renewal Term hereof as further detailed in the Release Schedule. New Releases shall be made to (i) keep the Aware Software current with the RSA Regulations and RSA reporting Policy Directives within the scope of the system as defined by the documentation for the current version; (ii) upgrade the Aware Software in order to maintain compatibility with underlying software technologies comprised within the overall architecture of the application; or (iii) incorporate new features, functions, or enhancements developed as a result of continued research and development efforts.

- iii. Agency has sole responsibility to continually upload and implement UMS upgrades prior to the release of the subsequent upgrade to ensure maximum functionality of the software. Should Agency fail to maintain the Aware software in a supported version, Alliance shall no longer be responsible for the functionality of the systems described herein until the upgrade has been implemented. Agency shall provide a corrective action plan to Alliance within thirty (30) days of receipt of notice of non-compliance from Alliance. Should the Agency fail to maintain a supported version, then Agency shall be said to be in breach of the terms of this Agreement and Alliance may choose to exercise its right to terminate under Section 14 of this Agreement.

6.2 Conditions Not Covered; UMS Services.

- i. Changes to Aware. Alliance is the sole provider of all Extensions made to the Aware Software. Alliance shall not be responsible for maintaining or supporting Non-Alliance made changes to Aware.
- ii. Improper Use. Alliance shall not be responsible for correcting problems caused by use of the Aware Software for any purpose outside the scope intended by this Agreement.
- iii. Third Party Technology. Alliance shall not be responsible for correcting problems caused by third party hardware or software.
- iv. Hardware. Alliance shall not be responsible for maintaining Agency's hardware, including but not limited to telecommunications devices, components, computers, peripheral devices, and storage media. In the event any New Release of the Aware Software requires additional hardware or software, Agency shall purchase and install such additional hardware and software at its sole expense on six (6) months' written notice from Alliance.

6.3 Error Classification and Response Time; UMS Services.

- i. Error Classification. If Agency can reproduce the Error independently of any Extensions, it shall report it to Alliance specifying in detail the nature of such Error and the circumstances under which the Error occurs.
 - a) *Severity 1- Critical:* (1) Within the Production instance, whole or part of the instance is down, and recovery efforts are failing, (2) within the Production instance, whole or part of Mandated Business Operations workflow is inoperative and an entire business process or an entire functional program is impacted and a Work-Around has not yet been identified or may not be possible.
 - b) *Severity 1- High:* (1) Within the Production instance, the Aware application is saving data incorrectly or the Error is causing a commonly used report to calculate statistics or financial data incorrectly, or (2) a scheduled interface or web service data delivery has failed.

- c) **Severity 2- Medium:** (1) Within the Production instance, information cannot be input or retrieved from the application within the required deadline of a lower priority. One or more staff cannot perform an assigned task through the system but can process other work.
 - d) **Severity 3- Low:** The Aware application exhibits formatting or other cosmetic problems but is still functional.
 - e) **Agency-Induced Error:** An Error introduced by Agency modifications, Xtend, Interfaces, or misuse of the application.
- ii. Response, Verification, and Resolution Time. Alliance will respond to and resolve Support Requests as follows:
- a) **Severity 1- Critical:** Alliance will give the highest scheduling priority and devote its best available resources to resolve Severity 1 - Critical-level Errors. If reasonably feasible, Alliance shall respond to the Agency within four (4) hours after receipt of the Support Request and will work with the Agency to verify the Error as soon as possible after the initial response. If reasonably feasible, Alliance shall provide a Work-Around procedure to overcome the effect of the Error immediately after Verification of the Error. Alliance shall devote commercially reasonable efforts to resolve the Severity 1 - Critical-level Error after Verification. Even if a Work-Around procedure is implemented, Alliance will continue to devote its best available resources until the Critical-level Error is resolved.
 - b) **Severity 1- High:** Alliance will give the next highest scheduling and resource priority to Severity 1 - High-level Errors. If reasonably feasible, Alliance shall respond to the Agency within one (1) Business Day after receipt of the Support Request. Error will be identified within five (5) Business Days after Alliance has responded to the Support Request and verified within ten (10) Business Days. Alliance will use commercially reasonable efforts to resolve Severity 1 - High-Level Error no more than ninety (90) days after Verification for those functions that are used daily or needed by a specific date. For all other instances, the Agency and Alliance will mutually agree to a release schedule based on the frequency of use of the feature.
 - c) **Severity 2- Medium:** Alliance will give the next highest scheduling and resource priority to Severity 2 - Medium-level Errors. Alliance shall devote commercially reasonable efforts to respond to Severity 2 Errors within two (2) Business Days after receipt of the Support Request. Error will be identified within seven (7) Business Days after Alliance has responded to the Support Request and verified within fifteen (15)

Business Days. Alliance will use commercially reasonable efforts to resolve Severity 2 Errors no more than one hundred and eighty (180) days after Verification for those functions that are used daily or needed by a specific date. For all other instances, the Agency and Alliance will mutually agree to a release schedule based on the frequency of use of the feature.

- d) *Severity 3- Low:* Alliance in its sole discretion will determine whether to respond to Severity 3 Errors in a future Upgrade.
 - e) *Agency-Induced Error:* If Alliance, in its sole discretion, believes such Errors can be resolved, Alliance will correct them on an hourly billing basis at Alliance's then-current rate, if mutually agreed upon between the parties. For all other instances, Alliance shall have no obligation to correct any Agency-introduced Error.
- iii. Error Action Plan. At the conclusion of the Verification process, Alliance shall communicate the classification of the Error, the schedule for releasing a correction if needed, and a summary of the Error and its solution. If an Error cannot be easily verified within the timeframes set forth above, Alliance will communicate to Agency the efforts being taken to verify and resolve the error and any additional steps necessary for Verification.

7. Hosting Services.

7.1 Access and Use Rights; Hosting Services.

- i. Grant of Rights. Alliance hereby grants to Agency a non-exclusive, worldwide, unlimited, fully paid, right to access and use the Subscription Services during the term set forth in the Agreement. The rights and licenses in this Section extend to Subscriber Service Providers. Agency may not grant any individuals other than Users with access to the Subscription Services or use the Subscription Services for any purpose other than accessing Alliance provided or approved software and storing and accessing data required for fulfilling the business use of the provided or approved software.
- ii. Technical Support. Alliance will provide the Subscription Services including technical support in accordance with the Support and Service Level Agreement set forth in this Agreement.
- iii. Suspension. Alliance may temporarily suspend Agency or User's use of the Subscription Services without prior notice if Agency's acts or omissions (or those of its agents) threaten the integrity or security of the Subscription Services, provided that (i) Alliance suspends access for all of its customers committing similar acts or omissions; and (ii) Alliance promptly restores the Subscription Services once such acts or omissions have ceased or the corresponding integrity or security concerns have otherwise been mitigated. In the event of any suspension under this Section, Alliance shall immediately provide

Agency with (a) notice of any suspension; (b) an explanation of the threat posed by Agency's acts or omissions to the integrity or security of the Alliance System, and (c) the corrective action to be taken by Agency before the Subscription Services is restored.

7.2 Data Protection; Hosting Services.

- i. Personal Data; Compliance with Applicable Law. Agency may select the personal data to input into the Aware software at its sole discretion. Subject to the Agency Legal Basis Assurance (defined in Section 7.2.ii), Alliance will comply with the requirements of Applicable Law. Agency is solely responsible for ensuring that it complies with any legal, regulatory, or similar restrictions applicable to the types of data Agency elects to Process with the Aware Software or services.
- ii. Data Consents. Agency is solely responsible for obtaining, and represents and covenants that it has obtained or will obtain prior to Processing by Alliance, all necessary consents, licenses and approvals for the Processing, or otherwise has a valid legal basis under Applicable Law for the Processing of any personal data provided by Agency or its Users as part of the services (the "Agency Legal Basis Assurance").
- iii. Regulator Inquiries and Court Orders. If any regulator, or any subpoena, warrant, or other court or administrative order, requires Alliance to disclose or provide Agency Data to a regulator or to any third party, or to respond to inquiries concerning the processing of Agency personal data, Alliance will promptly notify Agency, unless prohibited by applicable law. Following such notification, Alliance will reasonably cooperate with Agency in its response, except to the extent otherwise required by Applicable Law.
- iv. Instructions. Alliance will process Agency Data only as necessary to provide the services, and in accordance with Agency's written instructions. This Agreement, and Agency's use of the services features and functionality, are Agency's instructions to Alliance in relation to the processing of Agency Data. Alliance will not disclose Agency Data to third parties except (a) to its sub-processors, as required to perform the services and (b) as otherwise expressly agreed in writing between Agency and Alliance.
- v. Information Security. Alliance will implement and maintain commercially reasonable technical and organizational security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Agency Data in the custody and under the control of Alliance; (ii) protect against any anticipated threats or hazards to the security or integrity of such Agency Data; (iii) protect against unauthorized access to or use of such Agency Data; and (iv) ensure that Alliance's return or disposal of such Agency Data is performed in a manner consistent with Alliance's obligations under items (i)-(iii) above. Agency is solely responsible

for consequences of Agency's decision not to adopt best practices that Alliance makes available to Agency. Agency agrees that Alliance shall not, under any circumstances, be held responsible or liable for situations where the security, stability, or availability of the Subscription Services is compromised by (i) the action, or inaction, of Agency or User, (ii) by software or programs, if any, provided to Alliance by Agency, or (iii) by actions Alliance undertakes at the request of Agency or Users.

- vi. Audits and Security Assessments. Alliance will remain in compliance with (a) its SOC-2 statement, and (b) the ISO 27001 and ISO 27018 standards with respect to the Subscription Services in the form provided by Alliance throughout the term of the Agreement. Alliance will cause its independent security standards certification auditors to verify the adequacy of the controls that Alliance applies to the Subscription Services annually. Alliance will provide Agency with copies of those security standard certifications applicable to Agency, material regarding its information security systems, and any policies and procedures as Agency may reasonably request relating to Agency's due diligence and oversight obligations under applicable laws and regulations.
- vii. Data Export, Retention, Deletion, and Return. Agency may export Agency Data from the Subscription Services at any time during the Subscription Term, using the Subscription Services' then existing features and functionality, at no additional charge. Agency is solely responsible for its data retention obligations with respect to Agency Data. Agency may delete Agency Data on its Tenants at any time. Alliance shall use industry standard efforts to create back-up copies and otherwise safeguard the Agency Data. The Parties agree, however, that Alliance shall not be responsible for (i) the accuracy and adequacy of any Agency Data; (ii) for maintaining procedures other than the Subscription Services for reconstruction of lost data; or (iii) the loss of Agency Data (including any back-up copies of Agency Data) that occurs despite Alliance's compliance with this Section. Alliance will delete Agency's Tenants (and any data remaining on such Tenants) within thirty (30) days of termination or expiration of the Subscription Term, and other Agency Data retained by Alliance. Alliance is not obligated to delete copies of Agency Data retained in automated backup copies generated by Alliance, which Alliance will retain for up to fourteen (14) months from their creation. Such backup copies will remain subject to this Agreement until the copy, or the Agency Data in the copy, is destroyed. Alliance's obligations to return Agency Data upon termination of a Subscription Term may be fulfilled by permitting Agency to export Agency Data as specified above.

- viii. Sub-Processors. Agency consents to Alliance's use of sub-processors to provide aspects of the Subscription Services, and to Alliance's disclosure and provision of Agency Data to those sub-processors. Alliance will require its sub-processors to comply with terms that are substantially no less protective of Agency Data than those imposed on Alliance in this Agreement (to the extent applicable to the services provided by the sub-processor). Alliance will be liable for any breach of its obligations under this Agreement that is caused by an act, error, or omission of a sub-processor. Alliance may authorize new sub-processors by provision of not less than thirty (30) days' prior written notice to Agency, and by updating the Sub-Processor List. If Agency objects to the authorization of any future sub-processor on reasonable data protection grounds within thirty (30) days of notification of the proposed authorization, and if Alliance is unable to provide an alternative or workaround to avoid Processing of Agency Data by the objected to sub-processor within a reasonable period of time, not to exceed thirty (30) days from receipt of the objection, then, Agency may elect to terminate the Agreement without penalty, by notice to Alliance to that effect. If Agency terminates the Subscription Services in accordance with the foregoing, then Alliance will refund to Agency a pro-rata amount of any affected Subscription Services fees prepaid to Alliance and applicable to the unutilized portion of the Subscription Term for terminated Subscription Services.
- ix. User Requests. If any User requests Alliance to provide them with information relating to Processing of their personal data, or to make changes to their personal data, then Alliance will promptly notify Agency of the request, unless otherwise required by applicable law. Agency may make changes to User data using the features and functionality of the Alliance Platform. Alliance will not make changes to User data except as agreed in writing with Agency.
- x. Breach Notifications. Alliance will notify Agency of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Agency Data in Alliance's possession or under its control (a "Security Incident") within seventy-two (72) hours of Alliance's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each Party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Incident. Upon confirmation of any vulnerability or breach of Alliance's security affecting Agency Data in Alliance's custody and control, Alliance will modify its processes and security program as necessary to mitigate the effects of the vulnerability or breach upon such Agency Data.

7.3 Support and Service Level Agreement; Hosting Service.

- i. **Service Availability Limited Warranty; Hosting Services.** Alliance shall use commercially reasonable efforts to make the Subscription Services available 24x7x365 on a 99.79 basis, excluding windows for maintenance or scheduled configurations of the Subscription Services. Availability is defined as the ability to fully execute business processes reliant on the Subscription Services. Compliance with these provisions will be measured using availability metrics recorded by an automated third-party service monitoring availability from a minimum of three disparate geographic locations. Should Agency experience Downtime or a Performance Problem (in each case as defined below) as a result of Alliance's failure to provide Subscription Services, Alliance will, upon Agency's request in accordance with this Section, credit Agency's account as described below (the "Service Level Warranty"). The Service Level Warranty is a limited warranty and only applies to the Subscription Services. The Service Level Warranty shall not apply where any Downtime or Performance Problems (i) are caused by factors outside of Alliance's reasonable control including, for the avoidance of doubt caused by a Force Majeure Event; (ii) result from any actions or inactions of Agency or any third parties, or any action taken by Alliance at the direction of Agency; or (iii) result from Agency hardware or software or third-party hardware or software that is not within the sole control of Alliance. The Service Level Warranty shall constitute Agency's sole and exclusive remedy for any Downtime or Performance Problems.
- ii. **Downtime Periods; Hosting Services.** In the event Agency experiences more than four (4) hours of consecutive Downtime, Agency shall be eligible to receive a one-time Service Credit for each Downtime period.
- iii. **Performance Problem; Hosting Services.** If Alliance discovers or is notified by Agency that Agency is experiencing a Performance Problem, Alliance will take all commercially reasonable actions necessary to determine the source of the Performance Problem.
 - a) **Discovery of Source; Notification of Agency.** Alliance will respond to Performance Problems in accordance with the timelines set forth below. Alliance will use commercially reasonable efforts to determine whether the source of the Performance Problem is limited to the Subscription Services or whether the Performance Problem arises from the Agency's equipment or connection to the Internet. If Alliance determines that the Subscription Services and Agency and Alliance connection are not the source of the Performance Problem, then Alliance will use commercially reasonable efforts to determine the source of the Performance Problem. Should the source be identified, Alliance will notify Agency of the source of the Performance Problem.

- b) **Correction.** If the source of the Performance Problem is within the control of Alliance, then Alliance will use commercially reasonable efforts to remedy the Performance Problem in accordance with the timelines set forth below. If the source of and remedy to the Performance Problem reside outside of the control of Alliance, then Alliance will use commercially reasonable efforts to notify the Party responsible for the source of the Performance Problem and cooperate with it to resolve such problem as soon as possible.
 - c) **Service Credits of Performance Problems.** If Alliance (i) is unable to determine the source of the Performance Problem within the time periods described in this Section; or (ii) is the sole source of the Performance Problem and is unable to remedy such Performance Problem within the time period described in this Section, Alliance will deliver a Service Credit to Agency for each four (4) hour period incurred in excess of the time periods for identification and resolution described above; provided, however, that in no event shall Agency be entitled to more than two (2) Service Credits for a given calendar day.
- iv. **Performance Problem Classification and Response Time; Hosting Services.**
- a) **Performance Problem Classification.** If Agency can reproduce the Performance Problem independently of any Extensions, it shall then report it to Alliance specifying in detail the nature of such Performance Problem and the circumstances under which the Performance Problem occurs.
 - a. **Severity 1 - Critical:** (1) Within the Production instance, whole or part of Production instance is down and recovery efforts are failing, or the production environment is experiencing a Performance Problem. (2) within the Production instance, whole or part of Mandated Business Operations workflow is inoperative and an entire business process or an entire functional program is impacted and a Work-Around has not yet been identified or may not be possible.
 - b. **Severity 1 - High:** (1) Within the Production instance, the Aware Software is saving data incorrectly or the Performance Problem is causing a commonly used report to calculate statistics or financial data incorrectly, or (2) a scheduled interface or web service data delivery has failed.
 - c. **Severity 2 - Medium:** (1) Within the Production instance, information cannot be input or retrieved from the system within the required deadline of a

- lower priority. One or more staff cannot perform an assigned task through the system but can process other work, or (2) the Agency requests an upgrade or installation of the Aware software or other Alliance Aware software product, or (3) the Agency requests that customized data corrections script(s) are applied against an Aware database within the production environment.
- d. *Severity 3 - Low*: The Aware Software exhibits formatting or other cosmetic problems but is still functional.
 - e. *Agency-Introduced Performance Problem*: A Performance Problem introduced by Agency modifications, Extensions, or misuse of the system.
- v. **Agency Requirements to Receive the Service Call; Hosting Services.** To receive the Service Credits described in this Section:
- a) Agency must notify Alliance within fourteen (14) days from the time Agency becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Agency's right to receive a Service Credit.
 - b) Agency must not be in breach of the Agreement (including its payment obligations to Alliance) at the time of the occurrence of the event giving rise to the Service Credit until Agency has cured the breach.
 - c) Such Service Credit will not be permitted if the event giving rise to the Service Credit would not have occurred but for Agency's breach of the Agreement or misuse of the Subscription Services.
- vi. **Maximum Credits; Hosting Services.** Any Service Credits owed pursuant to this Section shall be issued in the Alliance invoice in the month following the Downtime or Performance Problem, unless the Service Credit is due in Agency's final month of Service. In such case, a refund for the dollar value of the Service Credit will be mailed to Agency.

8. **Representations and Warranties.**

8.1 **By Alliance.** Alliance represents and warrants that (i) Alliance has full rights and authority to enter into, perform according to, and grant the licenses and access provided under this Agreement; (ii) Alliance's performance will not violate any agreement or obligation between Alliance and any third party; (iii) during the applicable term, the Aware Software or Subscription Services, in the form provided by Alliance, will conform in all material respects to the applicable specifications; (iv) the services will be performed professionally and in accordance with industry standards; (v) Alliance will use commercially reasonable efforts to ensure that the Aware Software and Subscription Services contain no malicious code; and (vi) Alliance's provision to Agency of the Aware Software and Subscription Services does not infringe any third party patent existing under the laws of the United States, or infringe any third party



copyright, trademark or service mark, or result from misappropriation by Alliance of any third party's trade secrets (collectively, "Alliance Infringement").

8.2 **By Agency.** Agency represents and warrants that (i) Agency has full rights and authority to enter in and perform according to this Agreement; (ii) during the applicable term, Agency and any third parties that Agency engages will conform in all material respects to the applicable standards and specifications.

8.3 **Performance Remedy.** If Alliance products or services fail to conform to the warranty set forth in Section 8.1 and Agency provides written notice of the non-conformance to Alliance within the applicable term then, as Agency's exclusive remedy and Alliance's sole obligation: Alliance will either repair or, at its option, replace the non-conforming Aware Software or Subscription Services or, if Alliance is unable to correct the non-conformance within thirty (30) days of receipt of such written notice from Agency, Agency may terminate the applicable, and Alliance will refund to Agency a pro-rata amount of any fees prepaid for the Aware Software or Subscription Services, as applicable to the unutilized portion of the term for the terminated Aware Software or Subscription Services.

8.4 **Exceptions.** Agency acknowledges that Alliance cannot and does not warrant or promise that any New Release (i) will be fully compatible with Agency's Extensions, or adaptations to the Aware Software, or (ii) that any New Release will operate the exact same way as the prior release without additional modifications by Alliance, which may require additional consulting or programming services. Agency further acknowledges that such Additional Capabilities would be outside the scope of the services provided under this Agreement and that Agency and Alliance must contract for the provision of such Additional Capabilities in a separate written agreement. In addition, any warranty shall be null and void with respect to any portion of the Aware Software that is extended or modified by Agency or any third party on behalf of Agency, or any portion affected by such extension(s) or modification(s).

8.5 **Infringement Remedy.** Agency's sole and exclusive remedy for any non-conformance with the warranty in Section 8.1 (vi) above will be Agency's defense and indemnification rights under Section 9 below, and Agency's termination rights under Section 14 below.

8.6 **Bugs and Abatement; Scope.** Without limiting the express warranties in this Section or any express warranties specified in any applicable schedules or exhibits, Alliance does not warrant that the Aware Software or Subscription Services are completely free from all bugs, errors, or omissions, or will ensure complete security. The warranties in Sections 8.1(iii), 8.1(v) and 8.1(vi) do not apply to Extensions. Extensions are made available as is, without warranty of any kind. The warranties in this Agreement are for the sole benefit of Agency and may not be extended to any other person or entity.

8.7 **Disclaimer.** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. PROVIDER'S WARRANTIES IN THIS SECTION DO NOT APPLY TO ISSUES ARISING FROM THIRD PARTY PLATFORMS OR MISUSE OR UNAUTHORIZED



MODIFICATIONS OF THE AGREEMENT. THESE DISCLAIMERS APPLY TO THE FULL EXTENT PERMITTED BY LAW.

9. Indemnification.

9.1 **Defense and Indemnity.** If any third party makes any claim against Agency that alleges an Alliance Infringement then, upon notification of such claim, Alliance will, at its sole cost and expense, defend Agency against such claim and any related proceeding brought by such third party against Agency, and indemnify Agency from and against all damages, fines, and penalties finally awarded against Agency or agreed to be paid by Agency in a written settlement approved in writing by Alliance, and resulting from the Alliance Infringement. Alliance's obligations under this Section are subject to Agency's compliance with the "Indemnification Conditions" (defined in Section 9.4).

9.2 **Alliance's Mitigation Rights.** If any Aware Software or Subscription Services become (or in Alliance's opinion are likely to become) the subject of any infringement or misappropriation claim, Alliance must, at its sole expense, either: (i) procure for Agency the right to continue using the relevant Aware Software or Subscription Services; (ii) replace or modify the relevant Aware Software or Subscription Services in a functionally equivalent manner so that they no longer infringe; or (iii) terminate the Agreement or Agency's rights to use affected Aware Software Subscription Services, and refund to Agency a pro-rata amount of any subscription fees prepaid to Alliance and applicable to the unutilized portion of the term for the terminated Aware Software or Subscription Services.

9.3 **Exclusions.** Notwithstanding the foregoing, Alliance will have no obligation with respect to any infringement or misappropriation claim to the extent based upon (i) any use of the Aware Software, Customizations or Subscription Services not in accordance with their applicable license rights, (ii) the combination of the Aware Software, Customizations, or Subscription Services with other products, equipment, software, services, or data not supplied by Alliance where the infringement would not have occurred but for such combination, or (iii) any Agency Data or Extensions provided by or on behalf of Agency; (iv) specifications Agency provides for Customizations; (v) Agency's use of the Subscription Services, Aware Software or Customization after notification from Alliance to discontinue running due to such a claim; Agency will reimburse Alliance for any costs or damages that result from these actions.

9.4 **Indemnification Conditions.** Indemnification Conditions means the following conditions with which a Party must comply in order to be entitled to defense or indemnification under the Agreement by the other Party: (i) the indemnified Party notifies the indemnifying Party in writing of any claim that might be the subject of indemnification promptly after any executive officer of the indemnified Party or member of the indemnified Party's legal department first knows of the claim, provided, however, that no failure to so notify an indemnifying Party will relieve the indemnifying Party of its obligations under this Agreement except to the extent that such failure materially prejudices defense of the claim, and except to the extent of damages incurred by the indemnifying Party as a result of the delay; (ii) the indemnifying Party is given primary control over the defense and settlement of the claim (subject to the foregoing, the indemnified Party may nonetheless participate in

the defense at its sole cost and expense); (iii) the indemnified Party makes no admission of liability (except as required by applicable law) nor enters into any settlement without the indemnifying Party's prior written agreement (not to be unreasonably withheld); (iv) the indemnified Party provides such assistance in defense of the proceeding as the indemnifying Party may reasonably request, at the indemnifying Party's reasonable expense; and (v) the indemnified Party uses all commercially reasonable efforts to mitigate its losses.

9.5 The indemnified Party, at its own cost, will defend the injured Party from and against any claims and will indemnify and hold the injured Party harmless from and against any damages or costs awarded against the indemnified Party (including reasonable attorneys' fees) or agreed to in settlement resulting from the claims.

10. Limitation of Liability.

10.1 **Exclusion of Certain Claims.** SUBJECT TO THE PROVISIONS OF SECTION 10.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

10.2 **Limitation of Liability.** Subject to Section 10.3, neither Party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed the fees paid to Alliance under the Agreement and any Statement of Work giving rise to the claim during the twelve (12) month period immediately preceding the aggrieved Party's first assertion of any claim against the other, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.

10.3 Exceptions.

- i. Sections 10.1 and 10.2 do not apply to either Party's (a) willful misconduct or gross negligence, (b) infringement or misappropriation of any of the other's Intellectual Property rights, or (c) liability or loss which may not be limited by applicable law.
- ii. Notwithstanding Section 10.1, the following will be deemed direct damages for purposes of this Agreement: (a) any amounts payable by an indemnified Party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying Party, liability for which falls within the indemnifying Party's indemnification obligations under this Agreement, and (b) all fees payable by Agency under this Agreement.
- iii. Section 10.2 does not apply to (i) each Party's defense and indemnification obligations, (ii) Agency's obligations to pay fees and



expenses when due and payable under this Agreement, nor (iii) either Party's obligations under Section 3 (Confidential Information).

11. **Arbitration.** In the event of a dispute between the Parties, it is hereby agreed that the dispute shall be settled via arbitration by a licensed arbitrator acceptable to both Parties in accordance with United States Arbitration & Mediation Rules of Arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

12. **Force Majeure.** If either Party is unable to perform any of its obligations under this Agreement because of any event beyond the reasonable control of the affected Party (each a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything reasonably possible to resume performance. Neither Party shall hold the other liable for damages or failure to perform due to a Force Majeure Event so long as the Party who is temporarily unable to perform resumes performance as soon as it is reasonably possible following the Force Majeure Event. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose performance has not been so affected may, by giving written notice, terminate this Agreement.

13. **General Provisions.**

13.1 **Assignability.** This Agreement and the rights and obligations set forth in this Agreement shall not be assigned or sublicensed by Agency without the written consent of Alliance; provided, however, this Agreement may be assigned to a successor in interest to Agency if, and only if, responsibility for equivalent services, as applicable, is transferred pursuant to legislative mandate to another agency of that State. Alliance shall have the right to assign this Agreement and its rights and obligations hereunder to any successor in interest or any third party reasonably capable of performing hereunder. Subject to the foregoing restriction on assignment, this Agreement shall bind and inure to the benefit of the Parties' heirs, successors, legal representatives, and assigns. Any such transfer, assignment, or attempt to transfer or assign the Aware Software or Agency's rights hereunder in violation of this Section shall be a material breach of this Agreement.

13.2 **Third Party Escrow.** Alliance utilizes the third-party escrow service to protect and preserve software Source Code, digital assets, and other intellectual property. Information concerning the contractual relationship or contractual provisions between Alliance and the third party, may be provided upon written request by the Agency to Alliance.

13.3 **Primary Contacts.** Agency shall at all times ensure that its personnel are properly trained in the operation and use of the Aware Software. Agency shall designate at least two (2), but no more than the maximum number recommended by Alliance, individuals to serve as Primary Contacts and to provide support to Agency's users of the Aware Software. Agency shall provide written notice to Alliance giving the name and contact information for such Primary Contacts.

13.4 **Technology Improvement.** Parties acknowledge that the software and services are designed to address security and regulatory requirements, all of which will evolve over time. Alliance may modify the software or services as it determines necessary to reflect changes in technology, regulatory requirements, and information security practices. Alliance will notify Agency in advance of any material modifications.

13.5 **Governing Law.** This Agreement and all rights hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Washington.

13.6 **Disaster Recovery.** Alliance shall use commercially reasonable efforts to maintain the capability to (i) continue operations in the event of loss, interruption, or unexpected cause of removal of Alliance facilities or resources relied upon to provide the software or services, (ii) to recover from unexpected interruptions within the Alliance operating environment or technology infrastructure, resulting from a loss or disruption of critical infrastructure, (iii) to maintain and comply with Alliance's disaster recover policies in responding to any circumstances that threaten to impair or prevent the continued operation of the software or services. Alliance shall use commercially reasonable efforts to recover normal operating conditions of the software or services to a 1-hour Recovery Point Objective (RPO) and 8-hour Recovery Time Objective (RTO).

13.7 **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) when sent by email, on the next Business Day after being sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

13.8 **Severability.** If any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

13.9 **Entire Agreement.** This Agreement and any exhibits or attachments hereto constitute the entire understanding between the Parties and supersede any previous communications, representations, or agreements by either Party, whether oral or written. No change or modification of any of the terms or conditions in this Agreement shall be valid or binding on either Party unless in writing and signed by an authorized representative of each Party.

13.10 **Modification.** This Agreement cannot be modified, except by a written document signed by an officer of Alliance and an authorized contract officer of Agency. If any provision of this Agreement shall, to any extent, be declared invalid or unenforceable, the remainder shall not be affected.

13.11 **Warranty of Authority.** Agency warrants that this Agreement and all related agreements with Alliance have been duly authorized and constitute valid and binding obligations of Agency in accordance with their terms.

14. Term and Termination.



14. **Term.** The term of this Amendment begin on the Effective Date and shall continue for three (3) years ("Initial Term") unless earlier terminated in accordance with this Agreement.

14.2 **Renewal.** At the conclusion of the Initial Term of this Agreement, the Parties may renew for an agreed upon period, executed by both Parties in writing and prior to expiration of the Initial Term, that shall not exceed an aggregate total of five (5) years.

14.3 **Termination Procedures.** Upon the expiration or termination of the Agreement, Agency's license to the Aware Software or subscription to the Subscription Services, as applicable, shall terminate and Alliance may terminate Agency's access to the Subscription Services and Agency Data. With respect to Aware Software, Agency shall within ten (10) days of expiration or termination, deliver to Alliance, or at Alliance's written request destroy, and permanently erase from all devices and software Agency directly or indirectly controls, the Aware Software, the Documentation, and Alliance's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and each Party shall return to the other all data, materials, and other properties of the other Party then in its possession.

14.4 **Termination for Cause.** Either Party may terminate this Agreement, in whole or in part (including Statements of Work), for the other Party's material breach of this Agreement. The non-breaching Party must give the breaching Party thirty (30) calendar days' written notice and the opportunity to cure its breach to the extent the breach is capable of cure. Notwithstanding the foregoing, Alliance shall have the right to immediately terminate this Agreement by written notice to Agency in the event Agency breaches Section 5 (Confidentiality) without the opportunity to cure.

- i. **Cumulative Remedies.** Subject to the Limitation of Liability contained in this Agreement, all remedies available to either Party for breach of this Agreement may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- ii. **Waiver.** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by both Parties.

14.5 **Acts of Dissolution.** If either Party is dissolved or its functions and powers are removed, all of the duties, rights, and remedies of the dissolved entity under this Agreement shall remain in full force and effect and shall be transferred to the successor. If there is no successor, the remaining Party may at its option terminate this Agreement without incurring liability for such.

14.6 **Bankruptcy.** Should either Party, during the term of this Agreement, declare bankruptcy or insolvency, or be declared bankrupt or insolvent by a relevant authority, the solvent Party may terminate this Agreement without incurring liability for such.



14.7 **Survival.** The provisions of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement, or have application to events that may occur after the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

14.8 **Determination of Annual Subscription Fee on Termination.** The Parties agree that upon any termination of this Agreement before the expiration of any Initial or Renewal Term hereof, the Annual Subscription Fee applicable to the expired portion of the annual term shall be prorated for an amount as agreed to by both parties.

15. **Signatures.** The Parties acknowledge that they have read, understood, and accept this Agreement, including all supplements or attachments, and that this Agreement constitutes the entire agreement and supersedes all other communications, written or oral, relating to the subject matter of this Agreement:

“Effective Date”: July 1, 2024

Alliance Enterprises	New Hampshire Department of Education
Signature: <u>Karen Dunn</u> <small>Karen Dunn (Jun 4, 2024 07:01 PDT)</small>	Signature:
Name: Karen Dunn	Name:
Title: CEO	Title:
Date: Jun 4, 2024	Date:

Exhibit 1
Order Form.

Subscription Services

Service/Product Name	Service/Product Description
Aware VR Application (Enterprise)	Enable VR Case Management functions within a current Aware Enterprise Subscription; Up to 90 Users.
Aware BEP Application (Enterprise)	Enable Business Enterprise Program (BEP) functions within a current Aware Enterprise Subscription.



Service/Product Name	Service/Product Description
Aware BEP Framework (Enterprise)	Additional Framework (no Applications) for Aware BEP.
Aware Analytics (Enterprise)	Subscription to enable creation of business intelligence views for advanced query and analysis of Aware Enterprise data. Includes Help Desk, BI Adapter, and Libraries of business intelligence templates for Tableau or PowerBI for use with Aware VR and BEP applications; includes visualizations, pivot tables, ad-hoc queries, and custom reports.
Interface Maintenance and Support	Operational support and migration to releases for agency interfaces with Aware releases.
Xtend Maintenance and Support	Operational support and migration to releases for agency Xtend code with Aware releases.
Aware BEP Xtend Maintenance and Support	Operational support and migration to releases for 12 months.
Aware QA Tool Option (Enterprise)	Annual Upgrade, Maintenance and Support (UMS) contract.
At Rest Data Encryption	Provides encryption of all inactive system data while stored in the database server.
Aware Application Programming Interface (API)	Aware API for use with portals and other 3rd party data exchanges.
Aware Consumer Portal (Enterprise)	Enable the Aware Consumer Portal functions for Aware Enterprise.
SaraWorks Framework (Enterprise)	Additional Framework (no Applications) for SaraWorks interface.

Escrow Beneficiary

Contact Name:

Contact Email:

Billing Terms

	Year 1 2024-2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029
Annual Fees	\$422,589.00	\$444,711.00	\$468,035.00	\$492,637.00	\$518,588.00

Subscription Fees are Invoiced in advance, beginning on the Effective Date with the following frequency: Monthly, Annually, or Other: _____



Invoices

Billing and invoicing communications are directed to the following:

Contact Name:

Address:

Contact Email:

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Michel Bourassa, hereby certify that I am duly elected Secretary of Alliance Enterprises, Inc. (“Corporation”). I hereby certify the following is a true copy of a resolution the Board of Directors of the Corporation (“Board”) adopted, by unanimous written consent of the members of the Board as permitted in the Corporation’s bylaws.

RESOLVED: That Karen Dunn, Chief Executive Officer of Corporation, is duly authorized to enter into contracts or agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgment be desirable or necessary to effect the purpose of the written consent.

I hereby certify that said written consent has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. 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 occupy the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: May 8, 2024

ATTEST:

DocuSigned by:
Michel Bourassa
215A6A5C85E7403...
Michel Bourassa, Secretary

State of New Hampshire

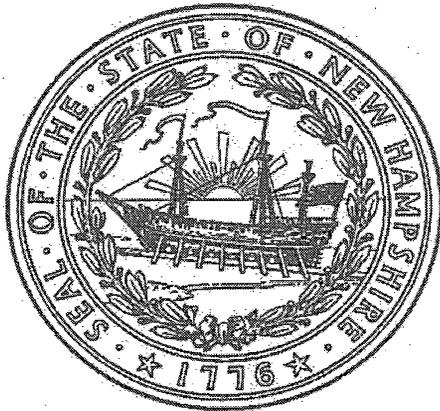
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ALLIANCE ENTERPRISES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 27, 1984. 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: 78358

Certificate Number: 0006691779



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

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

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

PRODUCER Avery Insurance 21 South Main Street PO Box 1510 Wolfeboro NH 03894-1510		CONTACT NAME: Lisa Lee PHONE (A/C, No, Ext): (603) 569-2515 E-MAIL ADDRESS: lisal@averyinsurance.net FAX (A/C, No): (603) 569-4266	
INSURED Alliance Enterprises, Inc. 2590 Willamette Dr NE Lacey WA 985167		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Underwriters Ins Co	NAIC # 30104
		INSURER B: Hartford Insurance Co	00914
		INSURER C: Crum & Forster	44520
		INSURER D: Everspan	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 24-25

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			[REDACTED]	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	[REDACTED]	04/11/2024	04/11/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	E&O/Cyber-Primary TCM-103582 Excess EM3EII-XS-000206-01			[REDACTED]	06/01/2024	06/01/2025	Primary Limit \$5,000,000 Excess Limit \$5,000,000

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

Coverage as per terms and conditions of policy. Software Company. 3AAZ, FL, GA, MO, NC, NM, OK, TX, VA, VT

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Education 25 Hall Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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