

CJG



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

HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

48

February 3, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

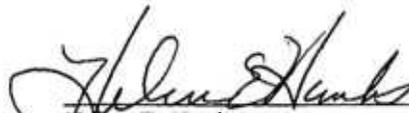
Authorize the NH Department of Corrections (NHDOC) to **Retroactively** amend a **Sole Source Agreement** (DOIT-2023-049) with Abilis Solutions Corp. (Vendor # 153240), 22 Monument Square, Suite 202, Portland, ME 04101, by extending the completion date from January 15, 2025 to June 30, 2025 effective upon Governor and Executive Council approval. The original Agreement was approved by Governor and Executive Council on February 8, 2023, Item #70. This is a no cost time extension. 100% Federal Funds.

EXPLANATION

This item is **Retroactive** due to the timing of Governor and Executive Council meetings during the Administration's transition. The Department of Corrections request approval of this **no cost** extension amendment to extend the completion date of the upgrade of the Department's CORIS Offender Management System (OMS) by Abilis Solutions Corp. (Abilis), due to an administrative oversight. Abilis is the sole developer and implementer of the OMS System, a proprietary software application that is the Department's primary source of electronic record keeping and data files including but not limited to sentencing, detainers, disciplinary/conduct, supervision notes, program completion and other areas of daily operational management of the residents who are under the custody and jurisdiction of the Department.

This no cost amendment is needed for additional time for Abilis to complete the customization, system conversions and training of the Department's business units in the day-to-day operation of CORIS 8.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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 TDD ACCESS: 1-800-735-2964

HELEN E. HANKS
 COMMISSIONER

PAUL D. RAYMOND, JR.
 ASSISTANT COMMISSIONER

AMENDMENT AGREEMENT # 1

This amendment is between the State of New Hampshire, acting by and through the STATE OF NEW HAMPSHIRE, DEPARTMENT OF CORRECTIONS ("NHDOC" or "State" or "Department"), and Abilis Solutions Corp. (VC #153240), ("Contractor"), 22 Monument Square, Ste 202, Portland ME 04101.

WHEREAS, pursuant to a Contract (DoIT 2023-049) approved by the Governor and Executive Council on February 8, 2023, Item #70, the Contractor agreed to perform Corrections Information System (CORIS) services based upon the terms and conditions specified in the original Agreement as amended and in consideration of certain sums specified; and

WHEREAS, the State and Contractor have agreed to make changes to the completion date of the Agreement; and

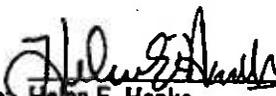
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the original Agreement and set forth herein, the parties hereto agree as follow:

To amend as follows:

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read: "June 30, 2025".
2. That all other provisions of the original Agreement shall remain in full force and effect.

SIGNATURE PAGE TO AMENDMENT AGREEMENT #1 TO: Corrections Information System services DoIT 2023-049 ("Agreement").

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

By: 
 Name: Helen E. Hanks
 Title: Commissioner
 Date: 1/6/2025

ABILIS SOLUTIONS CORP.

By: 
 Name: TODD RICHARDS
 Title: CFO
 Date: January 22, 2025

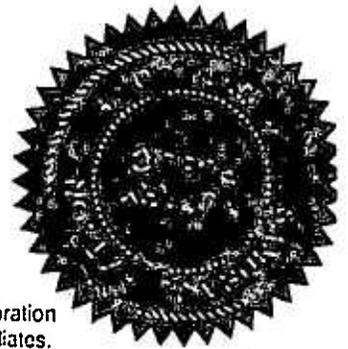
STATE OF Ottawa
PROVINCE OF Ontario

On this 22nd day of January 2026, before me, Todd Richardson, the undersigned officer, personally appeared before me known to me (or satisfactorily proven) to be the person whose name is signed above and acknowledged that he/she executed this document in the capacity indicated above.

In witness thereof, I hereto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

SANDRA-JO WATSON,
Notary Public, Province of Ontario,
limited to the attestation of instruments and
the taking of affidavits, for N. Harris Computer Corporation
and its subsidiaries, associated companies and affiliates.
Expires March 16, 2026.



My Commission Expires: March 16, 2026

1/27/2025

Michael Grandy
Approval by N.H. Attorney General Date
(Form, Substance and Execution)

Approved by the N.H. Governor and Executive Council

_____ Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ABILIS SOLUTIONS CORP. is a Maine Profit Corporation registered to transact business in New Hampshire on July 06, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 375847

Certificate Number: 0006826120



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of December 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

To whom it may concern:

I, Todd Richardson, as the Secretary for Abilis Solutions Corp. do hereby confirm that the following officers can sign any document in relation to any matter associated with Abilis Solutions Corp.; I also confirm the names of the current individuals holding those officer titles:

- President /Chief Executive Officer: Jeff Bender
- Chief Financial Officer: Todd Richardson

Any one of the above-named officers may sign on behalf of Abilis Solutions Corp.

Should you require any additional information, please feel free to contact Ashley Johnson, Senior Commercial Counsel (ajohnson2@harriscomputer.com)

Signed this 13th day of January, 2025, by the secretary of Abilis Solutions Corp.



Todd Richardson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2024

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 Marsh Canada Limited 120 Bremner Blvd., Suite 800 Attn: Canada.Centrequest@marsh.com Toronto, ON, M5J 0A8	CONTACT NAME: _____
	PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____
CN102165922-sndrd-GAWUP-24-25 Harris	INSURER(S) AFFORDING COVERAGE
INSURED Abits Solutions Corp 22 Monument Square Suite 202 Portland, ME 04101	INSURER A: Federal Insurance Company MAIC # 20281 INSURER B: N/A N/A INSURER C: N/A N/A INSURER D: _____ INSURER E: _____ INSURER F: _____

COVERAGES **CERTIFICATE NUMBER:** HOU-004067390-03 **REVISION NUMBER:** 5

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 SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		9950-48-39 EUC	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ 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 type="checkbox"/> RETENTION \$		9365-24-30	09/27/2024	09/27/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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

CERTIFICATE HOLDER

State of New Hampshire

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA Inc.

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION
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 www.nh.gov/nhdcc

HELEN E. HANKS
 COMMISSIONER

JONATHAN K. HANSON
 DIRECTOR

January 17, 2023

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

G & C
Pending _____
Approved <u>2/8/2023</u>
Item # <u>70</u>

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a Sole Source contract with Abilis Solutions Corp. (Vendor # 153240-B001), 22 Monument Square, Suite 202, Portland, ME 04101, in the amount of \$6,500,000.00, for the provision of Corrections Information System (CORIS) services, effective upon Governor and Executive Council approval through January 15, 2025. 100% Federal Funds

Funds are available in the following account *ARPA FRF-Upgrade OMS: 02-46-46-460510-26340000-038-509038* for Fiscal Year 2023 and are anticipated to be available in Fiscal Year 2024 and 2025 upon the 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.

Abilis Solutions Corp.

Account	Description	FY 23	FY 24	FY 25	Total
02-46-46-460510-26340000-038-509038	Technology-Software	\$2,690,465.00	\$1,793,643.00	\$2,015,892.00	\$6,500,000.00
Total					\$6,500,000.00

EXPLANATION

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

This contract will transition the existing modules in CORIS® 4 to CORIS® 8 based on the latest Microsoft product technologies and integrations with Microsoft Azure services as a fully managed service. CORIS® 8 will be hosted in the NHDOC Azure tenant and managed by Abilis Solutions Corp. (Abilis) in which all necessary activities to run CORIS® environments are Abilis' responsibility, i.e., CORIS® maintenance, new release deployments, upgrades and infrastructure security and maintenance.

The Department's responsibility to transition to the CORIS® 8 version is to provide an Azure tenant for Abilis to create and manage CORIS® cloud resources with permissions to allow Abilis to manage the tenant independently. The transition will be conducted by Commercial Off the Shelf (COTS) sessions to maximize the out-of-the-box capabilities of CORIS® 8, minimize customization and business needs currently available in CORIS® 4.

The Department is therefore requesting this sole source contract to allow the continued use and operation of the application of CORIS as it is used by the Department's business units in the 24 hour 7 day management of the population under our care, custody and community supervision. Functions include, but are not limited to, security functions, sentencing management, resident records such as classifications, housing, finances, education, reports, and programs.

The Offender Management System (OMS) is a vital and critical part of NHDOC's operations and becoming increasingly more significant. In dealing with the impacts of the COVID-19 pandemic, NHDOC must utilize every means possible, including the daily use of technology, to create efficiencies throughout the department and daily operations. OMS vendors such as CORIS have been consistently developing advancements to features and capabilities that would increase the efficiency and effectiveness at the NHDOC. The updates to the systems are critical component(s), which will give the department the ability to utilize and leverage the new features as soon as possible, creating a robust and efficient system of operational capabilities.

The function(s) of the OMS at the NHDOC is to manage correctional facility business processes and operational procedures and store protected data securely. The current OMS, CORIS v4 was installed in 2008 and was based on an even older platform. CORIS v4 demonstrates a variety of limitations, core issues, and security concerns due to the age of the programming. As our core departmental Management Information and Operational System, CORIS is critical to the proper functioning of the NHDOC.

ARPA Funds will provide for data migration to a modern state-based structure, records cleanup and business improvement, migration of core servers from v4 on premise to v8 cloud SaaS solution, additional training of personnel on the v8 platform, and updating the internal warehouse to provide reporting continuity.

In addition to the rationale above, the Department analyzed national costs to other departments of corrections across the country for similar software procurements: Indiana Department of Corrections awarded a contract for a five (5) year implementation plan at \$11.3 million, total cost of ownership with three (3) years support for a total of \$17.3 million; Michigan Department of Corrections procured a ten (10) year implementation plan and support for \$37.6 million; and Arizona Department of Corrections procured a five-six (5-6) year implementation plan for a total of \$30 million dollars. Our proposal is financially sound and meets our software needs.

Respectfully Submitted,


Helen E. Hanks
Commissioner



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www.nh.gov/hhdoc

HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

December 5, 2022

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

Requested Action and Explanation
Contract Number 2023-049

Requested Action

The NH Department of Corrections (NHDOC) is seeking to enter a sole source contract with Abilis Solutions Corp. (VC# 153240) of 22 Monument Square, Suite 202, Portland, ME 04101 to provide an upgrade to the Department's Offender Management System (CORIS) from Version 4 of the product to Version 8 of CORIS® as a fully managed service.

Explanation

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

This contract will transition the existing modules in CORIS® 4 to CORIS® 8 based on the latest Microsoft product technologies and integrations with Microsoft Azure services. CORIS® 8 will be hosted in the NHDOC Azure tenant and managed by Abilis Solutions Corp. (Abilis) in which all necessary activities to run CORIS® environments are Abilis' responsibility. i.e., CORIS® maintenance, new release deployments, upgrades and infrastructure security and maintenance.

The Department's responsibility to transition to the CORIS® 8 version is to provide an Azure tenant for Abilis to create and manage CORIS® cloud resources with permissions to allow Abilis to manage the tenant independently. The transition will be conducted by Commercial Off the Shelf (COTS) sessions to maximize the out-of-the-box capabilities of CORIS® 8, minimize customization and business needs currently available in CORIS® 4.

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

In addition to the rationale above, we have analyzed national costs by other departments of corrections for similar software procurements: Indiana DOC awarded a contract for a 5-year implementation plan at 11.3 million, total cost of ownership with 3 years support for a total of 17.3 million; Michigan DOC has a 10-year implementation plan and support for 37.6 million; and Arizona DOC has a 5-to-6-year implementation plan for a total of 30 million dollars. Our proposal is financially sound and meets our software needs.

Funding Information

The cost for CORIS® 8 upgrade will be supported by federal funds through the American Rescue Act of 2021 (ARPA), and State and Local Fiscal Recovery Funds (SFRF). The DOC contract price through go-live in 2025 is \$6,500,000.

Prior Related Actions

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

Open Standards

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

Impact on Other State Agencies and Municipalities

There is no impact on any other state agency.

CONTACT PERSON:

John Maddaus III
 Chief Information Officer - NH DOC
 105 Pleasant St
 Concord, NH 03301
 Telephone: (603) 271-8293
 Email: John.S.MaddausIII@doc.nh.gov

CERTIFICATION

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

Respectfully submitted,

Teresa K. Vincent

Teresa K Vincent
IT Manager – DOC
Department of Information Technology

Approved by:

Helen E. Hanks

Helen E. Hanks
Commissioner
NH Department of Corrections

Contract Number: 2023-049

cc: DoIT Representative – Michael.W.ONeil@doit.nh.gov
DoIT Contracts and Procurements Manager – Ryan.H.Aubert@doit.nh.gov



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

January 9, 2023

Helen E. Hanks, Commissioner
Department of Corrections
105 Pleasant St.
Concord, NH 03301

Dear Commissioner Hanks:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Sole Source contract with Abilis Solutions Corp, Portland, ME, as described below and referenced as DoIT No. 2023-049.

The NH Department of Corrections (NH DOC) is requesting approval to enter into a sole source contract with Abilis Solutions Corp to provide an upgrade to the NH DOC Offender Management System (CORIS) from Version 4 of the product to Version 8 of CORIS as a fully managed service. This contract will transition the existing modules in CORIS® 4 to CORIS® 8 based on the latest Microsoft product technologies and integrations with Microsoft Azure services. CORIS® 8 will be hosted in the NH DOC Azure tenant and managed by Abilis Solutions Corp. (Abilis) in which all necessary activities to run CORIS® environments are Abilis' responsibility, i.e., CORIS® maintenance, new release deployments, upgrades and infrastructure security and maintenance.

The Price Limitation is \$6,500,000 and shall be effective upon the date of Governor and Executive Council approval through January 15, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2023-049



STATE OF NEW HAMPSHIRE

**DEPARTMENT OF CORRECTIONS:
2023-049 DOC CORIS V8 UPGRADE**

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 - DOC CORIS V8 UPGRADE
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 - DOC CORIS V8 UPGRADE
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 - DOC CORIS V8 UPGRADE
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Corrections		1.2 State Agency Address P.O. Box 1806, 105 Pleasant Street Concord, NH 03302	
1.3 Contractor Name Abilis Solutions Corp.		1.4 Contractor Address 22 Monument Square, Suite 202 Portland, ME 04101	
1.5 Contractor Phone Number (207) 774-2104	1.6 Account Number 02-46-46-460510-26340000-038-509038	1.7 Completion Date January 15, 2025	1.8 Price Limitation \$6,500,000.00
1.9 Contracting Officer for State Agency Helen E. Hanks		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature  Date: 12-14-2022		1.12 Name and Title of Contractor Signatory Alain Elbaz, President	
1.13 State Agency Signature  Date: 1/10/2023		1.14 Name and Title of State Agency Signatory Helen E. Hanks, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Takhmina Rakhmatova</i> On: 1/20/2023			
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number: 70		G&C Meeting Date: FEB 08 2023	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE**

STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

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Contractor Initials *DKG*

Date: 12-14-2022

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/
PRESERVATION.**

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

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance

policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS**

EXHIBIT A - SPECIAL PROVISIONS

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

5. CONTRACT PRICE LIMITATION/PAYMENT

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

5.5 Insert 5.5 to read: "The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State."

8. EVENT OF DEFAULT/REMEDIES

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

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

9. TERMINATION

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

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

9.2 Termination Procedure

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

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- 9.2.2** Insert 9.2.2 to read: "After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
 - g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD /DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after one hundred eighty (180) days has erased all State data."
- 9.2.3** Insert 9.2.3 to read: "If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services")."
- 9.2.4** Insert 9.2.4 to read: "This covenant in paragraph 9 shall survive the termination of this Contract."

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

- A.10** Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:
- 10.4** Insert 10.4 to read: "In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or

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on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information."

10.4.1 Insert 10.4.1 to read: "In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief."

10.5 Insert 10.5 to read: "Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof; was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or is disclosed with the written consent of the disclosing Party."

10.6 Insert 10.6 to read: "A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena, or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena, or other legal process, at no additional cost to the State."

10.7 Insert 10.7 to read: "Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State."

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS

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

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

14. INSURANCE

A. 14 Provision 14, Insurance

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

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

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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

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28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

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

- i. State of New Hampshire, DEPARTMENT OF CORRECTIONS Contract Agreement DOC CONTRACT 2022-049.
- ii. Vendor Proposal to DEPARTMENT OF CORRECTIONS dated August 24, 2022, by reference.
- iii. Business and Technical Requirements, Attachment - 1 (see Exhibit G)
- iv. Contractor Certificates, Attachments - 2 (see Exhibit G)
- v. Contractor Obligations, (see Exhibit G)

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EXHIBIT B – STATEMENT OF WORK (SOW)
BUSINESS AND TENCHNICAL 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

Scope of Upgrade Project to CORIS® v8

1.1. Project Management Delivery

The Abilis team will work collaboratively with NHDOC leadership to strive towards excellence and transparency in our project management approach. The following table includes some of the key processes and activities that Abilis team proposes to perform to help facilitate project success.

TABLE B-1		
Process	Proposed Work Products/Deliverables	Frequency
Project Initiation	Project Management Plan	One Time
	High Level Schedule	One Time
Project Management	Project Schedule	Weekly
	Change Management Plan	One Time
	Communication Plan	One time
	Risk Management Plan	One Time
Project Governance	Project Health	Monthly
	Milestones Review	Monthly
	Issues and Risks (ongoing)	Monthly
COTS/High Level Solution	Requirements Traceability Matrix (Scope Management)	Ongoing through COTS
Design stage	Solution Description (In case of custom work)	One Time
Development	Interface Design Document	One Time
Testing Phase	Solution Test Plan	One Time
Data Migration / Conversion	Data Migration Plan	One Time
Training and Change Management	Training and Change Plan	One Time
	Training Schedule Updates	Weekly
Deployment	Pre-Go-live Test Results	One Time
	Pre-Go-live Security Results	One Time
	Production Cutover Plans	One Time
On-going Support	Transition Ongoing Support until Go-live	

1.2. COTS Purpose

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

Abilis will conduct Commercial Off the Shelf (COTS) sessions. The purpose of the COTS is to maximize the out-of-the-box capabilities of V8, minimize custom as much as possible and consequently some business needs currently available in CORIS® v4 might be addressed in a different way with V8.

Each CORIS® v4 module listed below will be reviewed in V8 to demonstrate the new processes, procedures, and functionality for that module.

COTS will be performed with the CTA process as a reference to demonstration and review of the existing CORIS® v4 modules.

Below is the listing of the existing CORIS® v4 modules that are in scope for the migration hence the ones that will be demoed in the COTS sessions.

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

Domain	CORE/ADDITIONAL	Area	CORIS Module
Offender Management	CORE FEATURES	Activities	Appointments
		Case Management	Case Plan
			Contacts
			Notes
			Officer Workload
			Unassigned Cases
		Profile	Address
			Alias
			Demographics
			Employment
	Medical		
	Mental Health		
	Classification	Military Record	
		Physical Appearance	
		Alerts	
Assessment			
Classification			
Activities	Keep Separates		
	Jobs		
	Programs		
	Scheduling		
	Classification	Drug Screening	
			Sex Offender

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

Domain	CORE / ADDITIONAL	Area	CORIS Module / Page
Facility Management	CORE FEATURES	Deviations	Discipline
			Incidents
			Investigations
		Facility Operations	Facility Supervision
	Housing		
	Facility Security	Property	
	Offender Movements	Population Counts	
	ADDITIONAL FEATURES	Facility Operations	Transfers - Transports
Community Management	CORE FEATURES	Community Supervision	Community Service Hours
			Preliminary Hearing
			Supervision Conditions
			Supervision Level
	Deviations	Violations	
Sentence Management	CORE FEATURES		Sentencing
Financials	ADDITIONAL FEATURES		Commissary Fund
			Community Fees
			Payroll
			Restitution
			Trust
Public Safety	ADDITIONAL FEATURES		Fugitive
			Victims
Reporting & BI	CORE FEATURES		Built-in Reports
Application Management	CORE FEATURES	Application Tools	Document Management
			Technical Environment Setup
		Configuration	Lookup Values
			System Access & Security

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**1.3. Reporting & Templates
1.3.1. Reporting**

During COTS sessions, Abilis and NHDOC will review existing CORIS® V4 operational reports. These are the reports that are launched from the V4 application.

To minimize customizations, the goal would be to match the existing V4 reports with equivalent ones in V8.

To accurately identify the scope and estimate the effort, Abilis has conducted a pre-analysis on existing V4 operational reports by checking which reports were run by NHDOC users during 2020 and how often they have been run. Many of the reports were not run at all during the full year, so Abilis assumed that these reports are not used. Also, the reports that were launched less than ten (10) times per year (2020) were not considered, apart from the financial reports that may be run on a monthly or yearly basis. The total of the reports identified is one hundred one (101) (see below).

For each one of the reports that Abilis identified as being in scope, Abilis has done a high-level match to an equivalent report in V8. For all these that were not matched, Abilis team assessed the effort and included in the scope and cost of the project upgrade.

Below is the detailed breakdown and equivalency assessment:

V4 Page Name Launched From	V4 Report Name	# Of Execution Times in 2020	V8 Equivalent Reports and Notes
\\MAINWEB\Reports\FinReports\CPARM_GLClose.aspx.vb	CRPT594_GLClosing	1	Financial -> Trust -> Trust Reports -> Trust General Ledger Balance Report
\\MAINWEB\Reports\FinReports\CPARM_OffenderPayrollProcessing.aspx.vb	CRPT509_OffenderPayrollTrialRegister	2	This report is a gap.
\\MAINWEB\Reports\FinReports\CPARM_FrozenHeldFunds.aspx.vb	CRPT530_ListFrozenHeldFunds	7	This report is a gap.
\\MAINWEB\Reports\FinReports\CPARM_OffenderPayrollProcessing.aspx.vb	CRPT509_OffenderPayrollRegister	7	Financial -> Payroll -> Payroll Report
\\MAINWEB\Reports\FinReports\CPARM_CollectionByDate.aspx.vb	CRPT581_CollectionByDate	9	Due to possible gaps in the restitution module, this report is flagged as a gap.

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\\MAINWEB\Reports\FacilityReports\ CPARM_ProgramAdministration. aspx.vb	CRPT420_Program Administration	11	Programs -> Exceptions and Adjustments -> View Report Programs -> Multi-offender waitlist -> View Report Programs -> Waitlist -> Facility Wide -> Export Programs -> Waitlist -> State Wide -> Export
\\MAINWEB\Reports\FacilityReports\ CPARM_RecommendedFor Transfer.aspx.vb	CRPT314_RecommendedFor Transfer	12	Transfers - Transports -> Reports -> Transfers - Transports Reports -> Transfer Status Report Transfers - Transports -> Reports -> Transfers - Transports Reports -> Institution Manifest Report Transfers - Transports -> Reports -> Transfers - Transports Reports -> State Transfer Schedule Report
\\MAINWEB\C100_ListOfClients. aspx.vb	CRPT100_AddressLabels	13	Printing offender address as a label to be placed on a letter is currently not available, marked as a gap.
\\MAINWEB\Reports\FinReports\ CPARM_RestOrdersWithoutCases. aspx.vb	CRPT589_RestOrders WithoutCases	13	Due to possible gaps in the restitution module, this report is flagged as a gap.
\\MAINWEB\Reports\Community Reports\CPARM_RunningReport. aspx.vb	CRPT100_RunningReport Group	15	This data extraction functionality is a gap and included in the effort.
\\MAINWEB\Reports\Facility Reports\CPARM_ClientListReport. aspx.vb	CRPT100_Master_Client_List	15	Offender -> Offender Search -> View Report
\\MAINWEB\Reports\FacilityReports\ CPARM_DailyPopulationCount.aspx. vb	CRPT902_DOCPopulation Count	15	Population Counts -> Master Count -> Print
\\MAINWEB\Reports\FacilityReports\ CPARM_ApprovedVisitorNoContact Report.aspx.vb	CRPT110_VisitorNo Contact	19	V8 has a Visitation Restriction functionality as part of the visitation module. However, the restrictions are currently not printed on the Scheduled Visits Report. This will need to be added as product enhancement.

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<p>\\MAINWEB\Reports\FacilityReport s\CPARM_DisciplinaryLogReport. aspx.vb</p>	<p>CRPT180_Cumulative ViolationsByLocation</p>	<p>19</p>	<p>Discipline -> Disciplinary Hearing -> View -> Disciplinary Offense Report Discipline -> Disciplinary Hearing -> View -> Penalty Offer Discipline -> Disciplinary Hearing -> View -> Informal Resolution Agreement Discipline -> Disciplinary Penalty Search -> View Report Discipline -> Disciplinary Offense Report Process -> View Report -> Disciplinary Offense Report Discipline -> Disciplinary Offense Report Process -> View Report -> Penalty Offer Discipline -> Disciplinary Offense Report Process -> View Report -> Informal Resolution</p>
<p>\\MAINWEB\Reports\FacilityReport s\CPARM_DisciplinaryLogReport. aspx.vb</p>	<p>CRPT180_ViolationsBy Location</p>	<p>19</p>	<p>Discipline -> Disciplinary Hearing -> View -> Disciplinary Offense Report Discipline -> Disciplinary Hearing -> View -> Penalty Offer Discipline -> Disciplinary Hearing -> View -> Informal Resolution Agreement Discipline -> Disciplinary Penalty Search -> View Report Discipline -> Disciplinary Offense Report Process -> View Report -> Disciplinary Offense Report Discipline -> Disciplinary Offense Report Process -> View Report -> Penalty Offer Discipline -> Disciplinary Offense Report Process -> View Report -> Informal Resolution</p>
<p>\\MAINWEB\Reports\Facility Reports\CPARM_Medical.aspx.vb</p>	<p>CRPT100_Medical</p>	<p>19</p>	<p>Offender -> Offender Reports -> Release Date Report</p>

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\\MAINWEB\Reports\FacilityReports\CPARM_PersonalPropertyIssued.aspx.vb	CRPT300_PersonalProperty Issued	21	Property -> Property Search -> View Search Results Report
\\MAINWEB\Reports\FacilityReports\CPARM_CurrentKeepSeparates.aspx.vb	CRPT129_CurrentKeep Separates	22	This report is marked as a gap.
\\MAINWEB\Reports\FinReports\CPARM_ExpenseDetails.aspx.vb	CRPT550_ExpDetails	22	This report is a gap.
\\MAINWEB\Reports\FacilityReports\CPARM_InstitutionalJobs.aspx.vb	CRPT210A_CurrentJob AssigSummary	23	Job Assignment -> Exceptions and Adjustments -> Batches -> View Report Job Assignment -> Multi-Job Assignment -> View Report Job Assignment -> Waitlist -> View Job Waitlist Report
\\MAINWEB\Reports\FinReports\CPARM_RestCaseLoadSum.aspx.vb	CRPT570_CaseLoad Summary	24	This report is a gap.
\\MAINWEB\CLIENT\CPARM_CumulativeDrugScreening.aspx.vb	CRPT160_DrugScreeningBy Client	25	Drug Screening -> Offender Test Results -> Run Report -> Daily Color Labels Drug Screening -> Offender Test Results -> Run Report -> Chain of Custody Drug Screening -> Offender Test Results -> Run Report -> Single Offender Drug Screening Test Results Drug Screening -> Test Calendar -> Daily Color Check-In Drug Screening -> Test Calendar -> Daily Color Labels Drug Screening -> Test Calendar -> Chain of Custody Drug Screening -> Color Code Results -> Daily Color Check-In
\\MAINWEB\Reports\FinReports\CPARM_FinesDetail.aspx.vb	CRPT560_FinesDetail Report	26	This report is a gap.
\\MAINWEB\Reports\FinReports\CPARM_LawyerFeeDetail.aspx.vb	CRPT560_LawyerFeeDetail	26	This report is a gap.
\\MAINWEB\Reports\FinReports\CPARM_StatewideDisbursementPostedSumm.aspx.vb	CRPT584_Statewide Disbursement	26	This report is a gap.
\\MAINWEB\Reports\FacilityReports\CPARM_BirthdayClassificationLabels.aspx.vb	CRPT100_Birthdays	29	This report is marked as a gap.

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\\MAINWEB\Reports\FinReports\CPARM_SalesReport.aspx.vb	CRPT521_SalesSummary Report	29	Commissary -> Reports -> Item Sales History Commissary -> Reports -> Sales by Category Commissary -> Reports -> Sales by Date However, commissary module is being replaced by an interface, hence this report might not be needed anymore.
\\MAINWEB\Reports\Facility Reports\CPARM_Program Assignment.aspx.vb	CRPT425_Program Assignment	30	Programs -> Program Section Search -> Sections -> View Roster
\\MAINWEB\Reports\FinReports\CPARM_IncomeStatement.aspx.vb	CRPT594_Income Statement	34	Financial -> Commissary Fund -> Commissary Reports -> Income Statement
\\MAINWEB\Reports\FacilityReports\CPARM_ClassificationReports.aspx.vb	CRPT140_Classification Reviews	35	Classification -> Classification Reviews -> Print Search Result
\\MAINWEB\Reports\FinReports\CPARM_GLJournal.aspx.vb	CRPT594_GLJournal	35	Financial -> Trust -> Trust Reports -> Daily Batch Balancing Report
\\MAINWEB\Facility\Visitation\C343_ClientVisitHistory.aspx.vb	CRPT344_VisitorsByClient	36	Visitation -> Reports -> Scheduled Visits Report
\\MAINWEB\Reports\Facility Reports\CPARM_SexOffender Report.aspx.vb	CRPT900_SexOffender	40	V8 has an SVP report in Sex Offender -> SVP Search -> View Result, but it might not be what's needed. Added minor gap.
\\MAINWEB\Reports\Community Reports\CPARM_ReportingList.aspx.vb	CRPTA204_ReportingList	43	Community Dashboard -> Contacts Tile -> Details -> Export
\\MAINWEB\Reports\FinReports\CPARM_InventoryReport.aspx.vb	CRPT510_InventoryReport	43	Commissary -> Reports -> Historical Inventory Count However, commissary module is being replaced by an interface, hence this report might not be needed anymore.
\\MAINWEB\Reports\FinReports\CPARM_Balance.aspx.vb	CRPT594_Balance	46	Financial -> Trust -> Trust Reports -> Trust General Ledger Balance Report

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\\MAINWEB\CLIENT\CPARM_CumulativeDrugScreening.aspx.vb	CRPT160_DrugScreeningBy Location	48	Drug Screening -> Offender Test Results -> Run Report -> Daily Color Labels Drug Screening -> Offender Test Results -> Run Report -> Chain of Custody Drug Screening -> Offender Test Results -> Run Report -> Single Offender Drug Screening Test Results Drug Screening -> Test Calendar -> Daily Color Check-In Drug Screening -> Test Calendar -> Daily Color Labels Drug Screening -> Test Calendar -> Chain of Custody Drug Screening -> Color Code Results -> Daily Color Check-In
\\MAINWEB\C130_Investigation Assignments.aspx.vb	CRPT130_Investigations	54	Investigations -> Investigations Search -> View Report
\\MAINWEB\Reports\FacilityReports\CPARM_CaseLoadInstSortBy.aspx.vb	CRPT124_CaseLoadInst	55	Facility Supervision -> Operations -> Counselor Assignment allows to search for caseload assignment for each officer inside facility. However, there is currently no printing report available. Marked as a gap.
\\MAINWEB\Reports\Facility Reports\CPARM_DNA Testing.aspx.vb	CRPT125B_DNA_Testing	56	Even though the DNA required information is present on the V8 Demographics screen, reporting on this functionality is missing. Marked as a gap.
\\MAINWEB\PersonalProperty\C303_PropertyItemHistory.aspx.vb	CRPT299_PersonalProperty History	70	Property -> Offender Property -> View Report
\\MAINWEB\TreatmentPlan\C425_ProgramSchedule.aspx.vb	CRPT420_Scheduled_Wait List	76	Programs -> Waitlist -> Export (Facility Wide and Statewide)
\\MAINWEB\Reports\FinReports\CPARM_TrustAccountList.aspx.vb	CRPT530_TrustAccountList	88	This report is a gap.

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<p style="text-align: center;">\\MAINWEB\Reports\Facility Reports\CPARM_MovementsIntExt. aspx.vb</p>	<p style="text-align: center;">CRPT125_MovementsIntAndExt</p>	<p style="text-align: center;">121</p>	<p>Transfers - Transports -> Reports -> Transfers - Transports Report -> Institution Manifest Report Transfers - Transports -> Reports -> Transfers - Transports Report -> State Transport Schedule Report Transfers - Transports -> Reports -> Transfers - Transports Report -> Transfer Status Report Transfers - Transports -> External Movements -> Gate Pass Transfers - Transports -> Multi Transfer -> View Report Transfers - Transports -> Multi Transport -> View Gate Pass Transfers - Transports -> Pending Intake Search -> View Results Report Transfers - Transports -> Transport -> View Gate Pass</p>
<p style="text-align: center;">\\MAINWEB\Reports\FacilityReports\ CPARM_ProjectedReleaseReport. aspx.vb</p>	<p style="text-align: center;">CRPT319_Term</p>	<p style="text-align: center;">168</p>	<p>Offender -> Offender Reports -> Release Date Report</p>
<p style="text-align: center;">\\MAINWEB\Reports\Community Reports\CPARM_Statistics.aspx.vb</p>	<p style="text-align: center;">CRPT100_AdultCommunity Stats</p>	<p style="text-align: center;">205</p>	<p>V8 Community Dashboard provides various statistical information. Some of the functionality can be exported but not the main statistics panel. This can be added as product enhancement and is marked as a gap.</p>
<p style="text-align: center;">\\MAINWEB\Reports\Facility Reports\CPARM_InstitutionalJobs. aspx.vb</p>	<p style="text-align: center;">CRPT208_JobAssignments</p>	<p style="text-align: center;">261</p>	<p>Job Assignment -> Exceptions and Adjustments -> Batches - > View Report Job Assignment -> Multi-Job Assignment -> View Report Job Assignment -> Waitlist -> View Job Waitlist Report</p>
<p style="text-align: center;">\\MAINWEB\FIN\CS32_Obligation. aspx.vb</p>	<p style="text-align: center;">CRPT530_ClientObligation</p>	<p style="text-align: center;">266</p>	<p>Financial -> Trust -> Offender Obligation -> Obligation Report</p>
<p style="text-align: center;">\\MAINWEB\Reports\CommunityRep orts\CPARM_OffenseHistory.aspx.vb</p>	<p style="text-align: center;">CRPT400_OffenseHistory</p>	<p style="text-align: center;">273</p>	<p>Offender -> Offender Pages -> Criminal History -> Run Report</p>

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\\MAINWEB\Reports\FinReports\ CPARM_SalesReport.aspx.vb	CRPT521_SalesReport	276	Commissary -> Reports -> Item Sales History Commissary -> Reports -> Sales by Category Commissary -> Reports -> Sales by Date However, commissary module is being replaced by an interface, hence this report might not be needed anymore.
\\MAINWEB\Reports\Facility Reports\CPARM_OutOfPopulation. aspx.vb	CRPT125_OutOfPopulation	277	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_TrialBalance.aspx.vb	CRPT594_TrialBalance	364	Financial -> Trust -> Trust Reports -> Trust General Ledger Balance Report
\\MAINWEB\Reports\FinReports\ CPARM_ClientRestReport.aspx.vb	CRPT570_ClientRestReport	401	Due to possible gaps in the restitution module, this report is flagged as a gap.
\\MAINWEB\Reports\FinReports\ CPARM_GLDetail.aspx.vb	CRPT594_GLDetail	470	Financial -> Trust -> Trust Reports
\\MAINWEB\Reports\Facility Reports\CPARM_FaceSheet.aspx.vb	CRPT100_UNIVERSAL_F ACE_SHEET	479	Offender -> Offender Reports -> Single offender Reports -> Offender ID Card Offender -> Offender Reports -> Single offender Reports -> Photo Name Plate
\\MAINWEB\Reports\Facility Reports\CPARM_MovementReport. aspx.vb	CRPT309_Movement	503	Transfers - Transports -> Reports -> Transfers - Transports Report -> Institution Manifest Report Transfers - Transports -> Reports -> Transfers - Transports Report -> State Transport Schedule Report Transfers - Transports -> Reports -> Transfers - Transports Report -> Transfer Status Report Transfers - Transports -> External Movements -> Gate Pass Transfers - Transports -> Multi Transfer -> View Report Transfers - Transports -> Multi Transport -> View Gate Pass Transfers - Transports -> Pending Intake Search -> View Results Report Transfers - Transports -> Transport -> View Gate Pass

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\\MAINWEB\Reports\Community Reports\CPARM_SummCaseLoad.aspx.vb	CRPTA900_SummCaseLoadCommAdit	579	Community Dashboard -> Caseload -> Export
\\MAINWEB\Reports\Facility Reports\CPARM_InstitutionalJobs.aspx.vb	CRPT210_CurrentJob Assignments	611	Job Assignment -> Exceptions and Adjustments -> Batches -> View Report Job Assignment -> Multi-Job Assignment -> View Report Job Assignment -> Waitlist -> View Job Waitlist Report
\\MAINWEB\Reports\Facility Reports\CPARM_Incident.aspx.vb	CRPT460_Summary	647	Incident -> Incident Report -> View Incident Report
\\MAINWEB\Reports\FinReports\CPARM_CheckRegister.aspx.vb	CRPT584_CheckRegister	702	V8 Financial -> Trust -> Checks and Money Orders has the capability to print details of one check but not the batch. This report is marked as a gap. Will add possibility to print the search results into a report.
\\MAINWEB\Facility\Medical IntakeQuestionnaire.aspx.vb	CRPT_MedicalIntake Questionnaire	864	Medical intake questionnaire can be configured as a Dynamic Questionnaire in V8 without any code changes. The result of the questionnaire can be then printed by default. Configuration of the questionnaire will be done by Abilis and effort included.
\\MAINWEB\Reports\Community Reports\CPARM_CaseLoad.aspx.vb	CRPT900_CaseLoadCommunityAdult	872	Community Supervision -> Officer Workload -> View (Search Results)
\\MAINWEB\FIN\C575_VictimCaseDetails.aspx.vb	CRPT575_VictimCaseDetail Report	896	Due to possible gaps in the restitution module, this report is flagged as a gap.
\\MAINWEB\FIN\C547_TrustFundImportReport.aspx.vb	CRPT547_TRUST_FUND_IMPORT	950	This is marked as a gap as it relies on reporting on the information uploaded into the system through an interface.

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\\MAINWEB\Reports\FacilityReports\CPARM_DisciplinaryLogReport.aspx.vb	CRPT180_ViolationsByClient	1031	Discipline -> Disciplinary Hearing -> View -> Disciplinary Offense Report Discipline -> Disciplinary Hearing -> View -> Penalty Offer Discipline -> Disciplinary Hearing -> View -> Informal Resolution Agreement Discipline -> Disciplinary Penalty Search -> View Report Discipline -> Disciplinary Offense Report Process -> View Report -> Disciplinary Offense Report Discipline -> Disciplinary Offense Report Process -> View Report -> Penalty Offer Discipline -> Disciplinary Offense Report Process -> View Report -> Informal Resolution
\\MAINWEB\FINCS548_GTLDepositImportReport.aspx.vb	CRPT548_GTL_DEPOSIT_IMPORT	1106	This is marked as a gap as it relies on reporting on the information uploaded into the system through an interface.
\\MAINWEB\FINCS73_ClientRestSummary.aspx.vb	CRPT560_FeeHistoryReport	1289	Due to possible gaps in the restitution module, this report is flagged as a gap.
\\MAINWEB\FINCS30_TrustTransaction.aspx.vb	CRPT530_CertificateOfAccount	1505	Financial -> Trust -> Offender Trust Account -> Certificate of Account
\\MAINWEB\VC102_AlertConcerns.aspx.vb	CRPT102_Alert	1625	Offender -> Offender Pages -> Alert - Concern -> View Active Alerts -> Print
\\MAINWEB\Reports\FacilityReports\CPARM_DailyPopulationCount.aspx.vb	CRPT125_PopulationCountsByClient	1701	Population Counts -> Master Count -> Print
\\MAINWEB\Facility\VC170_RiskAssessment.aspx.vb	CRPT170_RiskAssessment	1803	Risk assessment can be configured as a Dynamic Questionnaire in V8 without any code changes. The result of the questionnaire can be then printed by default. Configuration of the questionnaire will be done by Abilis and effort included.

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\\MAINWEB\Facility\C147_Client Questionnaire.aspx.vb	CRPT147_Classification GridSheet	2104	Classification Grid Sheet can be configured as a Dynamic Questionnaire in V8 without any code changes. The result of the questionnaire can be then printed by default. Configuration of the questionnaire will be done by Abilis and effort included.
\\MAINWEB\PersonalProperty\C300_PersonalProperty.aspx.vb	CRPT300A_Personal PropertyMovement	2120	Property -> Offender Property -> View Report
\\MAINWEB\Reports\FinReports\CPARM_TrustStatement.aspx.vb	CRPT530_TrustAccount Statement	2137	Financial -> Trust -> Trust Reports -> Offender Trust Statement Report
\\MAINWEB\Facility\C460_InstitutionalIncidents.aspx.vb	CRPT460_Incident	2674	Incident -> Incident Report -> View Incident Report
\\MAINWEB\Reports\Facility Reports\CPARM_HousingReport.aspx.vb	CRPT908A_HousingReport	3070	Housing -> Reports -> Housing -> Agency Bed Availability Housing -> Reports -> Housing -> Housing Report Housing -> Reports -> Housing -> Offender Photo Rosters Report
\\MAINWEB\Reports\CommunityReports\CPARM_RunningReport.aspx.vb	CRPT100_RunningReport	3300	This data extraction functionality is a gap and included in the effort.
\\MAINWEB\FIN\C573_ClientRest Summary.aspx.vb	CRPT580_ClientPayment Instructions	3914	Due to possible gaps in the restitution module, this report is flagged as a gap.
\\MAINWEB\Reports\CommunityReports\CPARM_ReportingSchedule.aspx.vb	CRPTA124_Reporting Schedule	5076	Community Dashboard -> Contacts Tile -> Details -> Export
\\MAINWEB\C644_Notes.aspx.vb	CRPT204C_MentalHealth Notes	13708	Offender -> Offender Pages -> Notes -> Offender Note -> View Report
\\MAINWEB\TreatmentPlan\C116_LSI.aspx.vb	CRPT116_LSIReport	2	This report is a gap.
\\MAINWEB\Reports\Facility Reports\CPARM_ClientListReport.aspx.vb	CRPT100_Client_List	5	Offender -> Offender Search -> View Report Housing>Reports>Housing> Housing Reports
\\MAINWEB\Facility\Visitation\C342_VisitSessions.aspx.vb	CRPT344_VisitorsBy Location	6	This report is a gap.
\\MAINWEB\Reports\FacilityReports\CPARM_CasePlanInactiveClients.aspx.vb	CRPT200_CasePlan InactiveClients	6	name, housing ID, DOB for specific month. Simple report. Offender>Offender Pages>Case Plan

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\\MAINWEB\Reports\FacilityReports\CPARM_ClassificationReports.aspx.vb	CRPT140_OutOf Classification	6	Upcoming classification review Classification>Classification Reviews>Classification Reviews Tab
\\MAINWEB\Reports\Facility Reports\CPARM_GoodTime.aspx.vb	CRPT401_GoodTime SummaryAdultInst	7	Sentencing -> Sentence Charge -> Summary Audit Report Sentencing -> Sentence Charge -> Pending Summary Audit Report Sentencing -> Sentence Charge -> Pending Sentence Summary Report Sentencing -> Sentence Charge -> Sentence Summary Report
\\MAINWEB\Reports\Facility Reports\CPARM_HousingReport.aspx.vb	CRPT915_AvailableBeds	7	Housing -> Reports -> Housing -> Agency Bed Availability Housing -> Reports -> Housing -> Housing Report Housing -> Reports -> Housing -> Offender Photo Rosters Report
\\MAINWEB\Reports\FinReports\CPARM_FeeConditionsWOCases.aspx.vb	CRPT403_FeeConditions WOCases	7	This report is a gap.
\\MAINWEB\Reports\Facility Reports\CPARM_Assessments.aspx.vb	CRPT430_Assessment	8	Assessment -> Needs Assessment Scoresheet -> Print Assessment -> Risk Assessment Scoresheet -> Print Assessment -> Risk Re-Assessment Scoresheet -> Print Assessment -> SSI Scoresheet -> Print Classification>Classification >Evaluations
\\MAINWEB\Reports\Facility Reports\CPARM_CustodyLevel.aspx.vb	CRPT112_CustodyLevel Count	9	Housing>Reports>Housing> Search by Internal Status
\\MAINWEB\Reports\Facility Reports\CPARM_ProgramReferral.aspx.vb	CRPT425_ProgramReferral	0	This report is a gap.
\\MAINWEB\Reports\FinReports\CPARM_ClubStatement.aspx.vb	CRPT540_ClubAccount Statement	0	This report is a gap.

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\\MAINWEB\Reports\FinReports\ CPARM_DelinquentFees.aspx.vb	CRPT560_DelinquentFees	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_FeeOverpayments.aspx.vb	CRPT560_FeeOverpay	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_IRS1099.aspx.vb	CRPT550_IRS1099	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_IRS1099.aspx.vb	CRPT550_IRS1096	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_NSFCheckFees.aspx.vb	CRPT581_NSFCheckFees Non-sufficient funds fee report	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_ObligationDeductCollect. aspx.vb	CRPT532_OblDeductCollect	0	Financial -> Trust -> Offender Obligations -> Obligation Report
\\MAINWEB\Reports\FinReports\ CPARM_ProtestedCollections. aspx.vb	CRPT581_Protested Collections	0	This report is a gap.
\\MAINWEB\Reports\FinReports\ CPARM_VictimCheckHistory. aspx.vb	CRPT584_VictimCheck History	0	This report is a gap.
\\MAINWEB\FIN\CS73_Client RestSummary.aspx.vb	CRPT580_ClientPayment Instructions	3914	This report is a gap.

The above analysis will need to be confirmed during COTS sessions.

NHDOC will have the ability to create additional ad-hoc reports using their existing data warehouse.

1.3.2. Templates (Forms/Letters)

There are various templates (letters) that exist today in V4 and are launched from various V4 screens.

There is an equivalent functionality in V8. The templates as called in V8 are reports/letters that can be configured by administrators of the system and launched by end users from various pages within CORIS. The templates are "Word" or "PDF" documents that will be launched from the "Template Launcher" accessible to all pages as a dropdown if that page had been mapped through configuration. The static content of the document is entirely configurable and could be updated

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without intervention from Abilis. Additionally, dynamic data can be added in the document. A set of basic data mapping elements can be added to each template using a placeholder so that this data will be generated dynamically with the letter/report depending on the information in context. There could be customization needed if there is additional data mapping needed for a template.

By default, and out of the box, there are twelve (12) data attributes that can be pre-populated in any letter via configuration and with no change to code. These attributes are:

- 1.3.2.1. CurrentEmployeeDisplayName,
- 1.3.2.2. CurrentEmployeeSignature,
- 1.3.2.3. CurrentDate,
- 1.3.2.4. CurrentDate12Hours,
- 1.3.2.5. CurrentDate24Hours,
- 1.3.2.6. Current Employee,
- 1.3.2.7. Job Classification,
- 1.3.2.8. OffenderId,
- 1.3.2.9. DisplayName,
- 1.3.2.10. ContextInmateAddress,
- 1.3.2.11. CurrentTime_12H,
- 1.3.2.12. CurrentTime_24H.

Abilis assumes that all the letters/template are simple. Definition of "simple letter/template" implies that there are no underlying business rules required to pre-populate information on the letter/template from other areas within the application (except of the twelve (12) identified above).

Abilis will preload all in-scope simple templates directly into the application. To achieve that, we will request that NHDOC provide all the forms in the load-ready format, with the name of the letter for display and the screen to launch it from. In case any of the (twelve) 12 attributes above need to be in the letter, NHDOC will need to put placeholders in the document before providing it to Abilis.

We have identified Forms/Templates that will require customization and are in scope of v8 CORIS® project:

Template Name
CFLR100 Consent For Confidential Info
CFLR100 Voluntary Admission
CFLR140 Classification Authorization
CFLR330 Appointment

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CFLR401 Supervision Request
CFLR480 Motion for Probation Revocation
CFLR480 MOTION TO AMEND
CFLR480 Parolee Discharge Request
CFLRA100 County Jail Transfer
CFLRA100 ID for data warrant
CFLRA100 Out of state travel permit
CFLRA204 Note Letter
CFLRA401 Motion for Termination
CFLRA401 Parole Cert
CFLRA401 Warrants
CFLRA480 Notice of Preliminary Hearing
CFLRA480 Notice of Warning
CFLRA480 Parole Revocation
CFLRA480 Preliminary Hearing Report
CFLRA480 Violation of Court Order
CFLRJ100 Blank Letter
CRPT425 Program Referral
CRPT580 Client Payment Instructions

- 1.4. In Scope Integration**
Based on previous NHDOC and Abilis analysis the following list of interfaces will be included in the project scope.

- List of integrations:
- 1.1.1. TechCare®
 - 1.1.2. GTL*Telelink
 - 1.1.3. Union Supply
 - 1.1.4. TD Bank
 - 1.1.5. VINE®
 - 1.1.6. Treasury File

- 1.5. NHDOC Data Warehouse Integration (support existing reporting)**
COTS sessions will review the existing integration requirements for the existing NHDOC Data warehouse to determine data required in data migration from CORIS® v4 to CORIS® v8. NHDOC data warehouse feed from v8 will be NHDOC responsibility to create the integration from v8 to existing data warehouse.

NHDOC will be responsible to convert from the v8 structures to their existing data warehouse. Leveraging v8 ERDs, Abilis' data mapping documentation and the scripts that will transform v4 data to v8 structure. In addition, the Abilis contract will provide professional services support (estimated @ thirty (30) person days) for Abilis consultation with NHDOC on their conversion to their NHDOC data warehouse. Abilis will provide a

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weekly update of those consultation personal days, but it will be NHDOC to manage how they want to leverage those professional services efforts.

Abilis will be responsible for successfully implementing v4 to v8, NHDOC will be responsible for successfully implementing v8 to v4, with Abilis available to consult in best practices where discrepancies in data model.

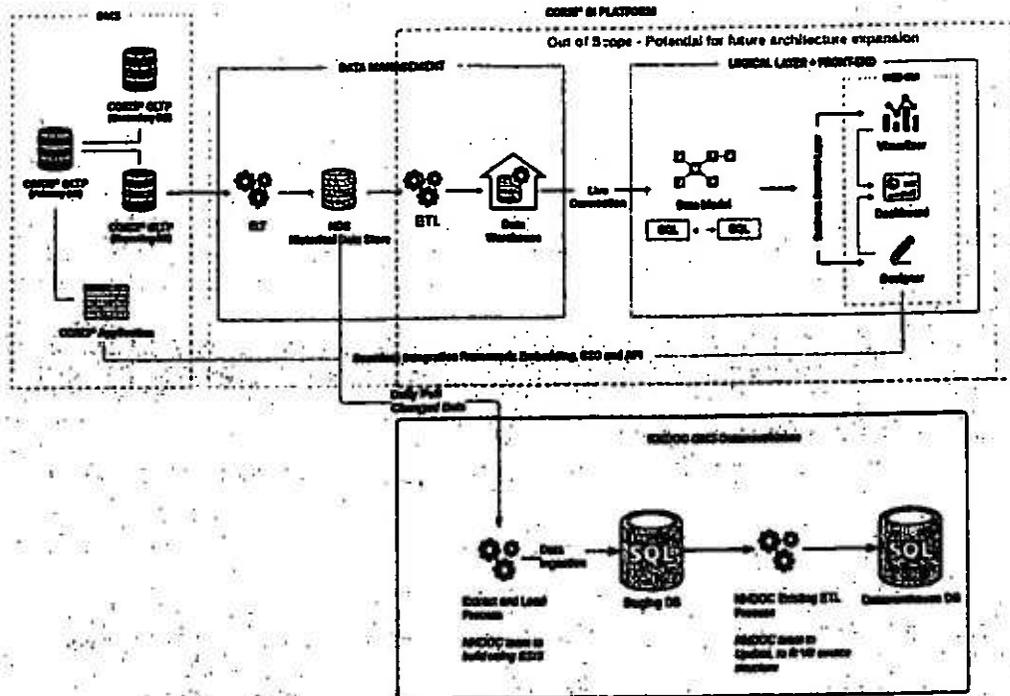
DW Proposed solution:

Considering there is substantial data reporting assets built using data from NHDOC OMS DWH, the optimal solution would be is to continue to feed NHDOC DWH from CORIS® V8, with an architecture that facilitates usage of CORIS® BI data warehouse and BI (BIRST) tool in long term.

At the minimum, HDS (Historical Data Store) database of CORIS® BI will be required and will be used as data source for NHDOC DWH ETL process, as HDS stores historical transactional data with daily changes of data recorded in each table of CORIS® OMS transactional DB.

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With the above proposed architecture, NHDOD will be able to update and use the existing DWH, and architecture can be scaled to leverage CORIS® DWH and BI platform in the future.

1.6. Data Migration

COTS session will review all existing CORIS® v4 Look up Values (LOVS) and map or add to CORIS® V8 values. This process will be done through resources provided by the NHDOD and Abilis. Data mapping tools may be utilized to assist in this effort. NHDOD and Abilis will partner on these mappings. NHDOD is responsible for approving data mapping documents and partnering with Abilis to complete these mappings through data migration work sessions.

Abilis will supply NHDOD target Entity Relationship Diagram (ERD) for each v8 modules included in scope. Abilis will migrate the source v4 tables to these target tables during conversion.

In addition to v8 ERD and mapping documentation (i.e., tables, columns, fields), Abilis will provide NHDOD copy of the data migration scripts of source v4 to target v8.

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Abilis is responsible to complete an ETL process including transformation to accommodate change in data structure. Abilis will be responsible for data sanitization, while NHDOD will be responsible for data correction of erroneous data at the source that prevents Abilis to convert the data.

Abilis is not responsible to 'fabricate good data' for the data migration conversion to work. In those cases where data migration will need to apply 'default' values to solve for data migration blocks it will depend on scenario. In some cases, a one-time script created by NHDOD to clear the data block will occur or a default value set in the data script by Abilis in the ETL process. Teams will agree upon best approach depending on scenario.

NHDOD is responsible for data corrections of data which is in error and has no technical impact, such as it is discovered to be an invalid date (99/99/9999) and will break the data script. Abilis and NHDOD will work to apply rules and/or defaults, but NHDOD will own data correction items with improper status.

Example, if a field in v4 was intended to only take numbers based upon its use but the target configuration in the DB and front end allows text, Abilis and NHDOD will partner on mapping of these discrepancies and the work will be part of the ETL process.

Proposed approach below to conversion work can vary depending on project dependencies. After ALL LOVS have been mapped the data mapping of transactional data will begin.

Data migration will be delivered in iterations and releases as follows, in this specific order:

- a. All LOVs
- b. All key Offender Management transactional data
- c. All Job Function CORIS® key data
- d. Community transactional data
- e. Facility transactional data
- f. Sentencing transactional data
- g. Financial transactional data

1.7. Out of Scope

Data cleansing of existing CORIS® v4 data will be identified by Abilis and any data corrections for bad data or improper status will be corrected by NHDOD at the source, via script or manually. Data cleansing for ETL transformation will remain Abilis responsibility in data migration for completing CORIS® v4 to CORIS® v8 table structure.

NHDOD v4 reports, not explicitly listed in this SOW Section 1.3 Reports and Templates, will be considered out of scope for Abilis. NHDOD to manage those other reports with their data warehouse reporting or customized ad hoc reports is the responsibility of NHDOD.

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Integration points, not explicitly listed in this SOW Section 1.4 In Scope Integrations, will be considered out of scope for Abilis. NHDOC to manage those other integrations points with their clients and vendors.

NHDOC existing Data warehouse structure changes and/or any integrations to CORIS® V8 tables to the existing Data warehouse will be the responsibility of NHDOC technical team. Ongoing maintenance and release v8 data base table structures are reported in future Abilis release notes and NHDOC will be responsible for maintaining their data warehouse impacts.

2. BUSINESS/TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

2.1 Compliance Requirements

Contractor Certificates are identified in Exhibit G: Attachment 2

2.2 Compliance Obligations

Contractor Obligations are identified in Exhibit G: Attachment 3

3. ACTIVITY, DELIVERABLE, AND MILESTONE

TABLE B-4	
Delivery	Description
Kickoff meeting	Official meeting with both key resources attending; Present project approach, HL deliverables with HL timeline, RACI, Communication strategy
Project Management Documents	Abilis will delivery copies of project management documents, including but not exclusive list: Communication Plan, Project Management plan, RACI, Conversion Strategy, change control process, training strategy, risk management plan, acceptance management plan, etc... All documents to be approved by NHDOC
Completion of COT sessions	Abilis demo's modules for NHDOC to identify changes in their workflow, policy, and procedures. Identify policy gaps that would become CRs
Completion of HLSM	Abilis will provide to NHDOC a high-level solution matrix of each requirement gathered in COTS

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Complete the Requirement Traceability Management document	Abilis will give to NHDOC an RTM document to approve that all requirements are captured correctly.
Provide NHDOC Conversion Look up Mapping values	NHDOC and Abilis partner on mapping Look up values. This is continuous work with many changes over the course of the delivery
Sandbox 1 Delivery of CORIS	Abilis prepares the release drop for NHDOC team to implement in their sandbox environment the out of the box (OTB) functionality; This could include conversion scripts for certain data tables to allow NHDOC to test
NHDOC prepares OCM documentation for process or policy changes	NHDOC will leverage the OTB functionality to identify organizational changes that will need new policy and procedures to implement across the organization. Not an Abilis deliver item.
Sandbox 2 Delivery of CORIS	Abilis prepares the release drop for NHDOC team to implement in their sandbox environment the out of the box (OTB) functionality; This could include conversion scripts for certain data tables to allow NHDOC to test
NHDOC prepares OCM documentation for process or policy changes	NHDOC will leverage the OTB functionality to identify organizational changes that will need new policy and procedures to implement across the organization. Not an Abilis deliver item.
Sandbox 3 Delivery of CORIS	Abilis prepares the release drop for NHDOC team to implement in their sandbox environment the out of the box (OTB) functionality; This could include conversion scripts for certain data tables to allow NHDOC to test
NHDOC prepares OCM documentation for process or policy changes	NHDOC will leverage the OTB functionality to identify organizational changes that will need new policy and procedures to implement across the organization. Not an Abilis deliver item.
Sandbox 4 Delivery of CORIS	Abilis prepares the release drop for NHDOC team to implement in their sandbox environment the out of the box (OTB) functionality; This could include conversion scripts for certain data tables to allow NHDOC to test
NHDOC prepares OCM documentation for process or policy changes	NHDOC will leverage the OTB functionality to identify organizational changes that will need new policy and procedures to implement across the organization. Not an Abilis deliver item.

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Final Sandbox 5 Delivery of CORIS	Abilis prepares the release drop for NHDOC team to implement in their sandbox environment the out of the box (OTB) functionality; This could include conversion scripts for certain data tables to allow NHDOC to test
Final UAT Testing	NHDOC finalizes their UAT testing; along at each sandbox release drop they will be doing UAT testing but this is for final testing. Not an Abilis delivery item.
Prepare for Train the Trainer training	Prepare for TtT at Abilis and NHDOC; Training approach and plan documents
Execute Training	Execute the training sessions
Production Go Live Readiness Approval	NHDOC approves ready for GOLIVE
Production Implementation	Convert data and implement into production environment
Post implementation support	Support of post-production

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

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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 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 thirty (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.

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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.

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 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 one (1) year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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

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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:

Benjamin Wright
(434)774-6239
bwright@abilis-solutions.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 Project Manager is:

Karen Philbrook
(207)712-4658
kphilbrook@abilisne.com

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

Project Manager must be qualified to perform the obligations required of the position under the 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 eight (8) hours of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten

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(10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

7.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Douglas A. Richards
Software Development Manager
drichards@abilisne.com

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

7.1.5. 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:

John Maddaus III
(603) 271-8293
John.S.MaddausIII@doc.nh.gov

7.2.2. The State Project Manager

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

Scott Young
(603)271-8406
robert.s.young@doc.nh.gov

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

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

7.2.3. The State Database Analyst

The State shall assign a DBA. The State's DBA is:

Keith Johnson
(603) 271-5130
keith.e.johnson1@doc.nh.gov

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

TABLE B-5	
Task Name	Duration
NHDOC OMS Replacement - CORIS® Implementation	570 days
Project Initiation	1 day
NHDOC DEMO Setup	4 days
Initial Project Planning	20 days

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Discovery - Pre-COTS Activities	15 days
Initial Data Discovery	15 days
Sandbox Setup	38 days
COTS / Gap Analysis Sessions	86 days
Develop Detailed Implementation Plan	50 days
Data Exchange Design & Development Plan	30 days
Detail Testing Plan	30 days
Detail Training Plan	20 days
Data Conversion Plan	30 days
CORIS® Construction	312 days
DEV/Sandbox Configuration	26 days
Localization - ST, DEV & Sandbox	10 days
HLSM/HLSD - Solution Meetings/Solution Definition	90 days
Data Mapping & Migration	160 days
Data Interface & Exchange Development	150 days
Development & Configuration	439 days
Configuration (BASIC) in NHDOC DEV	25 days
v8.## Product Release	90 days
Training – SMEs & Technical Team	276 days
INFRA - Environments	215 days
UAT- Data Conversion & Migration	120 days
User Acceptance Testing (UAT)	229 days
Change Management Plan	30 days
Delivery and Transition Planning	30 days
GO LIVE	1 day
Transition Period	90 days

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In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

9. ACCEPTANCE & TESTING SERVICES

Solution Testing

The phase begins with test planning and preparation, performed in parallel with High Level Solution Definition and development, where we will confirm the release test plan, develop test cases, prepare testing tools, and train the testing team on the application and testing procedures. At the end of the test planning and preparation, we will conduct the Test Readiness Review checkpoint.

We will execute the following types of tests during solution testing:

- Unit testing;
- Smoke/regression testing after deployments; and
- System testing that includes functional and integration testing.

The Abilis team will provide support to the NHDOC as they perform user acceptance testing (UAT), per the Project Plan.

Product Delivery

The Product Delivery Step is the point in the project when the NHDOC-specific version of CORIS® becomes more widely visible across NHDOC operations.

User Acceptance Testing

Throughout the process of installation, configuration, and customization of the CORIS® product, testing shall be conducted by both Abilis team and the NHDOC team to validate that the solution meets the agreed to requirements. UAT marks the point where significant responsibility of testing shifts back to the NHDOC, as its resources will have full responsibility and accountability for acceptance testing. The Abilis team will collaborate with the NHDOC team to establish a UAT team earlier in the project cycle.

The creation of acceptance tests will be undertaken by the NHDOC. The pace and consistency of NHDOC-led testing subsequently has a major impact on the final months of the project and the probability of achieving the target go-live milestone. Throughout the UAT period, the Abilis team resources will document, assess, and address, where necessary, the ticketed concerns of NHDOC testers. Also, it is imperative that communication between the Abilis team and the NHDOC's project leadership remain strong and transparent.

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Upon acceptance and sign-off across the in-scope CORIS® modules and custom features, detailed user training begins.

Transition Period

Following a process of joint review and assessment of agency readiness, a decision is made to go-live on the new system. This decision is neither forced nor rushed, as the implications of a premature go-live can have significant negative impacts on agency operations, safety, and security. Once both parties are confident of transition readiness, a date (typically a weekend) is selected to begin the cutover process. All necessary staff are on-site for the duration of this process. Until transition activities are complete, legacy environments remain in production. Upon successful go-live, a ninety (90) day warranty period commences, during which system issues are identified, ticketed, prioritized, and resolved by the Abilis support and project teams. Following this period, the new CORIS® solution is deemed to be in full production and the contracted service level agreement (SLA) goes into full force and effect.

Go-Live Maintenance and Support

The Abilis team will submit a Maintenance and Support plan thirty days prior to the planned exit from the Transition Period. Abilis will continue to have trained staff such as DBA, SME, and developer to support the NHDOC to address any system issues that may arise for 90 days after go-live.

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 on-site or remote 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:

Service Level Agreement (SLA) for Defect/Issues

This section describes the terms of our service level agreement.

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

Definition of Severity Levels

Severity 1 – Critical

Severity 1 issues have a very high business impact and apply to a major system or functional component failure, which critically impacts the customer's ability to operate an entire business process. For this type of issue, no system workaround or manual process is available.

Note: In some exceptional circumstances, issues may be designated as critical that do not meet the above definition. For example, issues with the format of critical documents such as Pre-Sentence Investigation (PSI) reports that do not meet the definition of critical, as defined above, are considered critical by nature.

Time for resolution varies depending on when the issue is detected. If this type of issue is encountered during UAT, the issue will be resolved with a patch to the UAT environment at the next scheduled patch deployment; however, if the issues occur in the production environment, it may be necessary to invoke a Crisis Management Process to manage the issue to resolution as quickly as possible to mitigate business impact.

Severity 2 – High

Severity 2 issues that typically have a very high business impact but for which a reasonable workaround is available. Major functionality may be impacted, or there may be significant performance degradation.

Severity 3 – Medium

Severity 3 issues are those where there is a partial, non-critical loss of functionality, which has a medium-low impact to the business.

Severity 4 – Low

Cosmetic issues may include errors in documentation or defects that affect a small number of users which do not have any significant business impact

Service Level Agreement Based on Severity

Severity 1 – Critical

Issues detected during UAT which, by definition, do not affect the production environment, will be resolved in the next scheduled patch release.

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Issues identified in the production environment will be resolved as quickly as possible, with a target of resolution or estimate to resolve after five (5) hours. Resolution of production issues will usually be resolved via a "hotfix" to the production environment.

If this issue is declared a 'crisis' by the NHDOC, then the Crisis Management Process will be invoked to manage the issue to resolution. It is expected that Abilis and NHDOC teams will work together to resolve the issue as quickly as possible.

Severity 2 – High

Resolution of Severity 2 issues are largely based on when the issue is identified, as outlined in the following table:

Table B-6				
Severity	Level	Impact	Definition	Target Resolution
Critical	1	Very High Business Impact	Service is down or unavailable	Hotfix for the release where the bug was discovered. Several hotfixes might be combined into one hotfix.
High	2	High Business Impact	Service is operational but highly degraded	Patch or next release, as long as, the defect is identified at least ten (10) days before the code freeze of that patch or that release.
Moderate	3	Moderate Business Impact	Non-critical loss of use	Defects will be prioritized and scoped in collaboration with the client for future releases within the next twelve (12) months.
Minor	4	Minor Business Impact	Cosmetic issues or small number of users	Defects will be prioritized and scoped in collaboration with the client for future releases within the next eighteen (18) months.
Nice to Have	5	No Business Impact	Information requests etc.	Change Request.

10.3 Support Obligations

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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;

a. 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; and

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

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

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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

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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 the fees paid to Contractor for the program license 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 recover the fees paid to Contractor for the deficient Services.

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

11. DATA PROTECTIONS

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

- a. The Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.

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- b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
- c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents, or employees – be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

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 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.

- a. **Incident Response:** The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law, or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law, or contained in the contract.
- b. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
- c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

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

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.

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

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Contractor Initials: *APC*

Date: 12-14-2022

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The Contractor shall provide the following Training Services:

User training represents the last significant stage in the overall CORIS® COTS Implementation Approach. Commencement of user training activities will vary from project to project, but typically they do not begin more than 90 days from expected go-live, as it has been shown that new system knowledge retention drops markedly beyond that timeframe.

Our plan for training requirements for the CORIS® OMS, is to embrace our highly successful and collaborative Train-the-Trainer (T3) program from our other COTS implementations and customize it to meet training needs as per our understanding.

Based on the High-level Solution Definition documentation, as well as confirmed modifications resulting from NHDOC led UAT, Abilis training and documentation specialists create the materials which will be used by the NHDOC Trainers to create their own training material (typically Train the Trainer will integrate OCM documentation as well in their end-user training materials. The documents are comprehensive in nature and are preserved for subsequent updating as the CORIS® OMS evolves over time with new product or custom functionality.

Regular progress reports, covering defined business processes and end user attendance in training courses are prepared and shared with the NHDOC project leadership.

15. MERCHANT CARD SERVICES

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

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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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

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:

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Department of Corrections
Financial Services
PO Box 1806
Concord NH 03302

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

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

9. PROJECT HOLDBACK

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

10.1.1. Activities / Deliverables / Milestones Pricing

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

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Table C-1: Payment Schedule				
CORIS® V8 One Time Upgrade				
NHDOC Account Number: 02-46-46-460510-26340000-038-509038				
Reference Number	Activity, Deliverable or Milestone	Projected Delivery Date	Percentage	Payment Amount
1.	Project Kick Off Session <ul style="list-style-type: none"> • Confirmation of Key Stakeholder Team Members • Confirmed Roles and Responsibilities (RACI approved) • Defined Key Success Factors • Completion of Project Management Documents (section 5.1) 	January 31, 2023	20%	\$1,195,762
2.	COTS Sessions	May 31, 2023	15%	\$896,822
3.	1 st Release of Sandbox ¹	June 30, 2023	10%	\$597,881
4.	2 nd Release of Sandbox ²	October 31, 2023	10%	\$597,881
5.	3 rd Release of Sandbox ³	February 29, 2024	10%	\$597,881
6.	4 th Release of Sandbox ⁴	June 30, 2024	10%	\$597,881
7.	UAT Delivery (Azure) ⁵	September 30, 2024	15%	\$896,822
8.	Training Delivered (TYT)	December 31, 2024	5%	\$298,941
9.	Go Live Ready	January 15, 2025	5%	\$298,941
Subtotal				\$5,978,812.00
10.	Contingency			\$521,188
Total				\$6,500,000.00

Hardware Pricing

- ¹ Project Plan to define expected delivery
- ² Project Plan to define expected delivery
- ³ Project Plan to define expected delivery
- ⁴ Project Plan to define expected delivery
- ⁵ Includes activating Manage Service Hosting Cost

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As a hosted solution, no hardware has been requested by the State or vendor. Any hardware purchases later deemed necessary by the vendor to complete the project will be the responsibility of the vendor.

10.1.2. Software License Pricing

As a part of project implementation, Abilis will be responsible for providing licensing for supporting CORIS® functionality and project deliverables (i.e., JIRA for bug tracking, Helix for solution review, etc.). NHDOC shall be responsible for maintaining Azure tenant consumption, licenses, and connectivity. Abilis shall provide a full managed service to NHDOC, thereby agreeing to manage all necessary activities to run all CORIS® environments (maintenance, new release deployments, upgrades, infrastructure security and maintenance).

10.1.3. Software Operations, Maintenance and Support Pricing

Operations, maintenance, and support is included for the term of the contract and the duration of the upgrade project. Maintenance is superseded by an annual maintenance agreement after the conclusion of the upgrade project and the production status of the environment. Advanced support from development staff is available for ninety (90) days post go-live, with standard support superseded by annual maintenance agreement.

10.1.4. Hosting Pricing

Hosting environment will be provisioned by DOIT staff on behalf of DOC, to be managed by the vendor. The following Azure Instances will be provisioned:

- Azure AD for tenant management (P1/P2 accounts)
- AD Domain Services
- Azure 2-Factor Authentication for maintenance and operations
- Storage Accounts (corismedia, CORIS® logs, backups)
- Storage Accounts (operation logs, operational backups)
- Premium Redis Cache Engines (Production and Non-Production environment)
- Application Gateways (Production and Non-Production environment)
- Firewall Appliances (Palo Alto per Azure Region)
- Azure Log Analytics
- Key Vault (per environment)
- VPN Gateway (VPNGw3 per Azure Region)
- Virtual Machines
- CORIS® Web servers (with production failover)
- CORIS® Application Services

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- CORIS® Database SQL Enterprise/Development servers (SQL Always-On, Failover, CORIS® Reports, Replica)
- CORIS® Birst appliances (front-end and back-end) – (can be added as an option to the CORIS® design)
- CORIS® BI Datawarehouse (DW and HDS SQL Enterprise/Development servers) – (can be added as an option to the CORIS® design)
- Premium and Standard SSD drives for Operating System, Logs drives, Data, etc.
- Azure Defender Endpoint Protection for servers
- Load balancers (Production and Non-Production environment)
- CORIS® Conversion Server
- Database Monitoring SQL Standard server
- Operation service server (Windows Updates, sFTP, Syslog service)
- Splunk SIEMs (Security Information and Event Management)
- Express route connectivity - optional (associated cost not included, Abilis will review feasibility with NHDOC)
- Azure Virtual Networks
- Azure Network Security Groups
- Azure Application Security Groups
- Azure route tables

TABLE C-1			
HDS			
Sandbox			
Cloud Resource	Qty	OS	DB Edition
F8s v2 - 8 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
E8ds_v4 - 8 vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
B8ms - 8 vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer

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Cloud Resource	Qty	OS	DB Edition
E8ds_v4 - 8 vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
Storage P10	6		
Storage P10	6		
Storage S20	4		
Storage S15	1		
Storage Account - 1 TB RA-GRS	3	The capacity of the accounts may be reached over several months/years depending on activity and the retention period. Billing should be based on usage.	
Redis Cache Standard	1		
Application Gateway	1		
API Gateway	1		
UAT			
Cloud Resource	Qty	OS	DB Edition
F8s v2 - 8 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
E8ds_v4 - 8 vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
B8ms - 8 vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
E8ds_v4 - 8 vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
E8ds_v4 - 8 vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Developer
Storage P10	7		
Storage P10	7		
Storage S15	1		
Storage S20	10		

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Cloud Resource	Qty	OS	DB Edition
Storage Account - 1 TB RA-GRS	3	The capacity of the accounts may be reached over several months/years depending on activity and the retention period. Billing should be based on usage.	
Redis Cache Standard	1		
Application Gateway	1		
API Gateway	1		
Production			
Cloud Resource	Qty	OS	DB Edition
F16s v2 - 16 vCPUs, 32 GB RAM	2	Windows Server 2019 DataCenter	
F8s v2 - 8 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
SQL Enterprise - E16s-v4 - 16 vCPUs, 128GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
SQL Enterprise - E8s-v4 - 8vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
SQL Enterprise - E16s-v4 - 16 vCPUs, 128GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
SQL Standard - E4s-v4 - 4vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Standard
SQL Enterprise - E8s-v4 - 8vCPUs, 64 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
Storage P10	8		
Storage P10	8		
Storage P15	0		
Storage P20	10		
Storage Account - 1 TB RA-GRS	3	The capacity of the accounts may be reached over several months/years depending on activity and the retention period. Billing should be based on usage.	

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Cloud Resource	Qty	OS	DB Edition
Application Gateway	1		
Redis Cache Premium P1	1		
API Gateway	1		
DR			
Cloud Resource	Qty	OS	DB Edition
D4ds_v4 - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
SQL Enterprise - E4s-v4 - 4vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
SQL Enterprise - E4s-v4 - 4vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Enterprise
Storage P10	5		
Storage P10	5		
Storage P15	0		
Storage S20	8		
Storage Account - 1 TB RA-GRS	3	The capacity of the accounts may be reached over several months/years depending on activity and the retention period. Billing should be based on usage.	
Application Gateway	1		
Redis Cache Standard	1		
API Gateway	1		
VPN Gateway Gw2	1		
Operations			
Cloud Resource	Qty	OS	DB Edition
F8s v2 - 8 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
D4ds_v4 - 4 vCPUs, 16 GB RAM	2	Windows Server 2019 DataCenter	

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Cloud Resource	Qty	OS	DB Edition
B4ms - 4 vCPUs, 16 GB RAM	1	Windows Server 2019 DataCenter	
SQL Standard - E4s-v4 - 4vCPUs, 32 GB RAM	1	Windows Server 2019 DataCenter	Microsoft SQL Standard
Storage P10	5		
Storage P10	5		
Storage P15	6		
Storage P20	4		
Azure Active Directory P1	20		
VPN Gateway Gw3	1		
Azure Active Directory Domain Services Enterprise	1		
Storage Account - 1 TB RA-GRS	3	The capacity of the accounts may be reached over several months/years depending on activity and the retention period. Billing should be based on usage.	

10.1.5. Other Cost Pricing

Contract includes a contingency set aside of \$521,188 for change requests and any unanticipated complications causing additional work deemed necessary to successfully complete the project.

10.1.6. Implementation Pricing Summary

Upgrade and implementation are priced at \$5,978,812. An additional \$521,188 is available on contingency. Total cost not to exceed \$6,500,000.

10.1.7. Contractor Staff, Resource Hours, and Rates Worksheet

As scope or unanticipated issues may arise during the implementation of this upgrade, Abilis and designated NHDOC staff will collectively address such items on an ongoing basis. Once an item has been identified as a change request, NHDOC will be responsible for denoting the business requirements on a change request document which is provided to the Abilis Project Manager. The Abilis Project Manager will seek a high-level estimate of the work required to meet the requirements set forth in the change request. This estimate will be provided to NHDOC which will include the expected effort measured in person days, along

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with an estimated cost. Once the high-level estimate is agreed upon, Abilis will provide a more detailed estimate which includes the final effort, costs, and designated release. Additionally, Abilis shall provide a detailed solution document which will outline the expected work. Once final approval of the change request is provided by NHDOC, Abilis will begin development effort to implement the requested change.

Change request efforts will be measured in person days at a blended rate of one thousand, two hundred (\$1,200) per person day. During the course of project implementation, the Abilis PM will track finalized change requests against the associated funds as identified in section 10. The Abilis PM will provide NHDOC with regular updates (at least monthly) of current CR bucket balances. All quotes for effort associated to change requests are final. Should NHDOC provide additional requirements to the provided solution document, any additional effort will be assessed and either addressed through an additional change request or adjustment to the cost of the proposed change request.

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**STATE OF NEW HAMPSHIRE
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EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

1. LICENSE GRANT

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

2. SOFTWARE TITLE

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

3. SOFTWARE AND DOCUMENTATION COPIES

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

4. RESTRICTIONS

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

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

5. VIRUSES

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

6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent,

**STATE OF NEW HAMPSHIRE
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EXHIBIT D - SOFTWARE LICENSE AGREEMENT**

trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

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

8. CONTROL OF ALL COMPONENT ELEMENTS

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

9. CUSTOM SOFTWARE

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

**STATE OF NEW HAMPSHIRE
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EXHIBIT D – SOFTWARE LICENSE AGREEMENT**

10. SOFTWARE ESCROW

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

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

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

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

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT**

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EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	Project Manager	5 Days
First	VP, Client Success	DOC CIO	10 Days
Second	VP, Client Success	Assistant Commissioner	10 Days
Third	CEO	Commissioner	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records

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EXHIBIT E – ADMINISTRATIVE SERVICES**

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year Term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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

6.1.1. Computer Use

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

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

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

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EXHIBIT E – ADMINISTRATIVE SERVICES**

That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

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

6.1.2. Email Use

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

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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

6.3 Workspace Requirement

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

6.4 Workplace Hours

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EXHIBIT E - ADMINISTRATIVE SERVICES**

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

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2023-049 DOC CORIS V8 UPGRADE
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

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

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

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EXHIBIT F – TERMS AND DEFINITIONS**

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

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EXHIBIT F – TERMS AND DEFINITIONS**

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

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EXHIBIT F – TERMS AND DEFINITIONS**

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

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**STATE OF NEW HAMPSHIRE
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

- a. Exhibit G Business and Technical Requirements – Attachment 1

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance
- d. Exhibit G Contractor Certificates – Attachment 2

3. CONTRACTOR OBLIGATIONS

- a. Exhibit G Contractor Obligations – Attachment 3

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EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

1. INTRODUCTION

This statement of work (SOW) is to support NHDOC's (the Customer) upgrade from Version 4 of the product to Version 8 as a fully managed service.

Version 8 of CORIS® will continue to interface with specified commercial and NHDOC systems.

This SOW is based on a transition from the existing modules in CORIS® V4 of CORIS® to the new V8 version.

2. MANAGED SERVICES

2.1. Hosting Support v8

CORIS® application is based on the latest Microsoft product technologies and has multiple integrations with Microsoft Azure services. The solution infrastructure will be fully hosted in Microsoft Azure for Government in the United States. All NHDOC data will reside within the Continental United States.

CORIS® will be hosted in NHDOC Azure tenant and managed by Abilis. All costs related to the Azure tenant consumption, licenses and connectivity are responsibility of NHDOC.

2.2. Environments

- CORIS® Production
- CORIS® User Acceptance Testing (UAT)
- CORIS® Training
- CORIS® Sandbox

Note: NHDOC will choose the type of CORIS® Disaster Recovery to be implemented. This environment can be hosted in a secondary Azure region completely independent of the primary region where the production system will be located. Both Azure regions are located within the Continental United States.

2.3. Full Managed Service

Abilis will provide full managed service to NHDOC. This means that all necessary activities to run all CORIS® environments are Abilis responsibility, i.e., CORIS® Maintenance, CORIS® New Release Deployments, CORIS® Upgrades, CORIS® Infrastructure Security and Maintenance.

2.4. NHDOC Responsibilities

- Provide an Azure tenant for Abilis to create and managed CORIS® cloud resources. The permissions on the Azure tenant must allow Abilis to manage the tenant independently.

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EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

- Manage the access to the CORIS® web interface for NHDOC staff. This will be performed by integrating CORIS® to NHDOC ADFS system. If this system is not available, NHDOC will need to create the accounts and access CORIS® by using the CORIS® forms with CORIS® accounts, which is the current process.
- NHDOC will complete configuring the Role Based Access Control (RBAC) (Job Functions and Classification) within CORIS® that NH CORIS® admin will be responsible to provide right access other staff.
- Provide access to on-prem resources as described in the section below “Integration with NHDOC resources”.

2.5. Integration with NHDOC Resources

CORIS® typically requires some integration with customer resources to provide seamless experience to end-users. The following components are required from NHDOC:

- SMTP Relay - NHDOC will need to provide a SMTP relay for CORIS® to send notification to NHDOC staff.
- Secure FTP Server - Some CORIS® interfaces may require a secure FTP server to drop files.
- Active Directory Federation Services (ADFS) – This is required to implement SSO (single sign-on). CORIS® can be configured to use the existing NHDOC Active Directory to authenticate staff accessing CORIS®.

Note: If an ADFS system is not available, NHDOC can use CORIS® forms for authentication and create staff accounts within CORIS®

- SSL Certificates - This is required for better integration with internal NHDOC FQDN.
- Domain Name System (DNS) records - This is required for better integration and network access for end-users across all locations.
- Provide connectivity to third party systems for CORIS® to interface (if any).
- Provide testing environments for third party systems / interfaces to test CORIS® integration (if any).

2.6. Connectivity

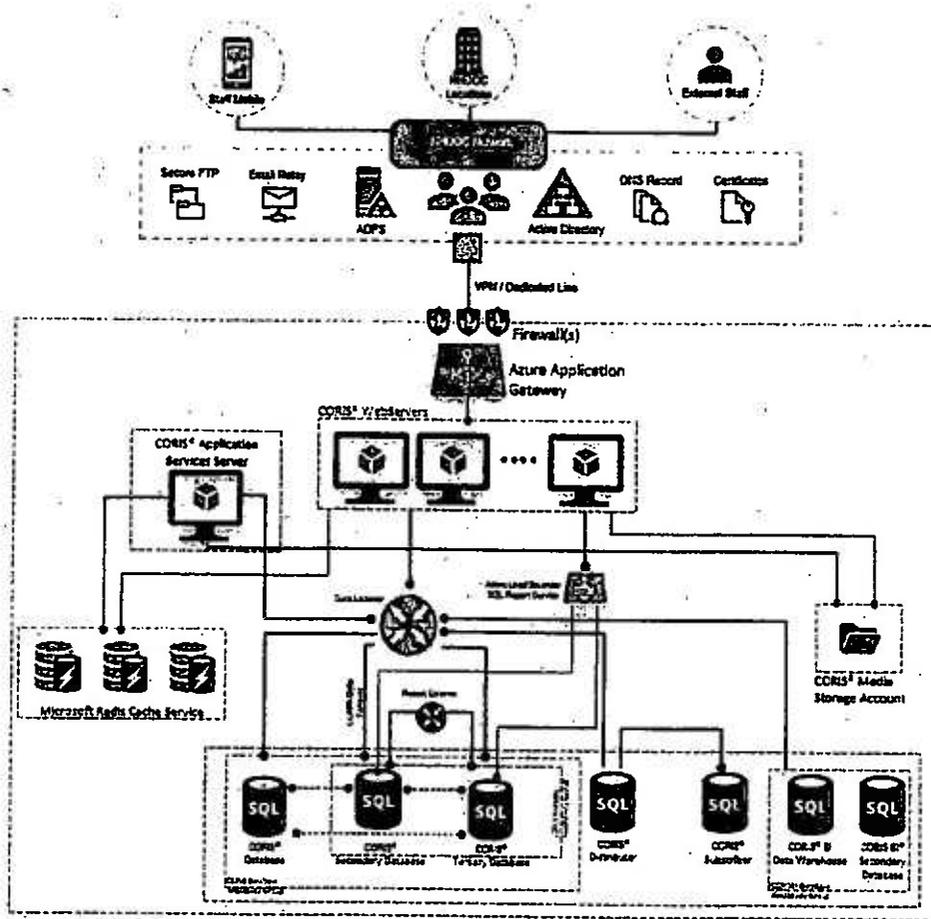
The hosted CORIS® solution can be reachable through either VPN tunnel or dedicated line.

- If VPN is chosen by NHDOC to connect to CORIS® cloud, Abilis will work with NHDOC to establish the connectivity and it will be a shared responsibility to secure and maintain the connection.
- If a dedicated line (Express Route) is chosen, NHDOC will be responsible for the cost and management of the line.
- The CORIS® solution requires secure network connectivity from NHDOC network. CORIS® will not be directly accessible over the internet.

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EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

2.7. Azure Infrastructure Components



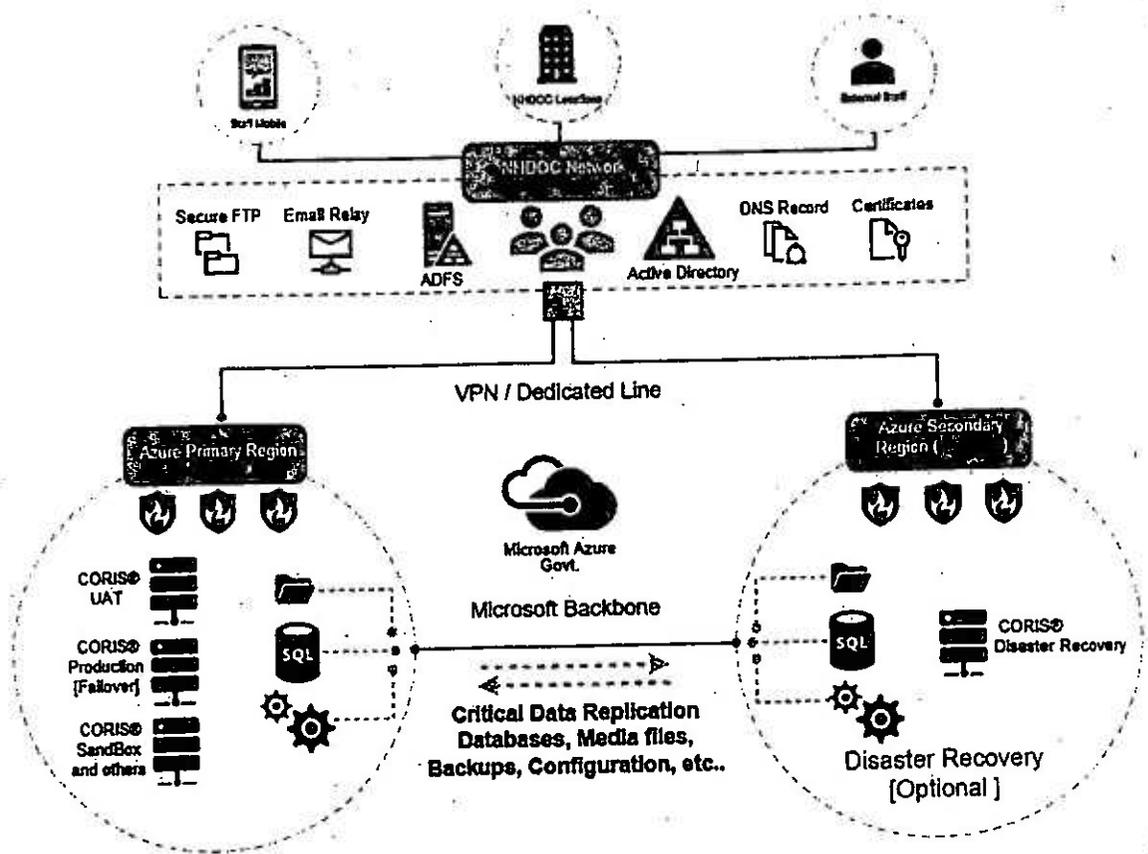
2.8. CORIS® Cloud Design Architecture

- **Active Directory Federation Service Integration** – known as ADFS, it will provide full integration with existing Active Directory allowing NHDOC to have control on the identity management, provisioning life cycle and access controls RBAC of the CORIS® interface.
- **End-to-End Encrypted Traffic** – all inbound and outbound traffic between end-users and the CORIS® solutions will be encrypted by the interconnecting link (VPN or Dedicated Line) and at the Transport Layer Security (TLS 1.2+) level encrypting the communication between web applications and the web browsers.
- **Data in Transit** - CORIS® and Microsoft Azure uses industry-standard transport protocols such as TLS to encrypt all type of traffic within Microsoft data centers.

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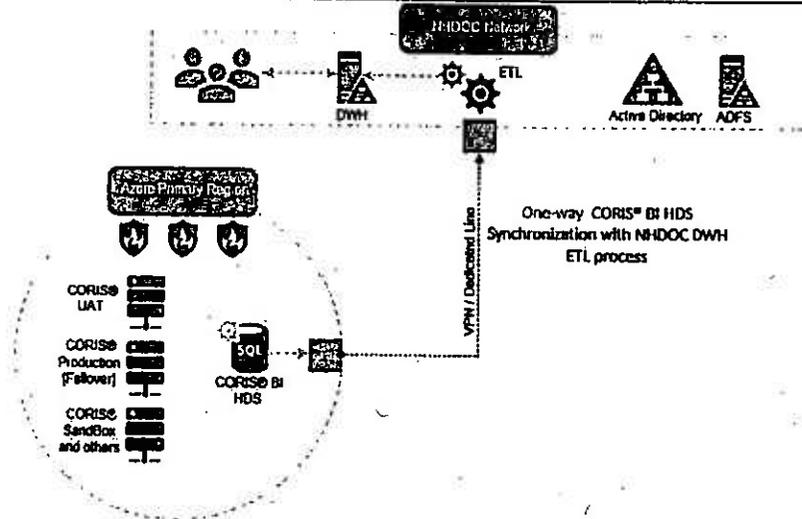
EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

- **Data at Rest** - CORIS® supports AES-256 encryption to secure data at-rest within Microsoft Azure. This includes, but not limited to, databases files, media files (photo, scanned documents, etc.), archived files, keys and secrets, data disks and OS, transaction logs, application logs, operational logs, storage accounts.



CORIS® Generic Blueprint with Disaster Recovery

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EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS



CORIS® Integration with NHDOC DWH Blueprint

2.9. Recommended Azure Infrastructure Components Details

See Hosting, Exhibit C – Price and Payment Schedule, Section 10.1.4

2.9.1. Business Objectives

The offender management system must align with the Customer vision to make information more accessible and to improve efficiency of operations. The business objectives of the offender management system are to:

- Seamlessly integrate information and processing across all phases of offender management, matching existing functionality in CORIS® V4 to the same modules in V8 by addressing same business need using out of the box equivalent feature available within the v8 version. Same business need will be addressed differently in v8 in comparison to how it is done in CORIS® v4.
- Intent is to address NHDOC business needs by leveraging existing product features available in v8 while minimizing the custom effort required.
- Provide flexibility in responding to legislative and policy changes and cost-effective inclusion of new policies, programs, and services with minimal impact on business continuity.
- Enable management of offenders in the community or NHDOC prisons from admission/intake through discharge/release and real-time sentence calculations.
- Provide comprehensive case management to support the CTA Customer business functionality.
- Provide business reporting for operational management purposes.
- Provide accessibility and ease of navigation so that it will be widely used by the Customer's operations, administrative and management staff.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE**

EXHIBIT G – ATTACHMENT 1 – BUSINESS AND TECHNICAL REQUIREMENTS

- Provide a seamless interface with other systems currently accessed through CORIS® V4 of the CORIS® application.
- Perform Data migration of CORIS® v4 data to v8 structure for CORIS® functionality.
- Transition to the new service, including communication, Train the Trainer sessions and material.
- Abilis will also provide initial CORIS® Administrator training to specified NHDOC staff. This training concentrates on teaching staff how to configure CORIS.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE**

EXHIBIT G – ATTACHMENT 2 – CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENT 2 – CONTRACTOR CERTIFICATES

1. ADMINISTRATIVE RULES, POLICIES, REGULATIONS AND POLICY PROCEDURE DIRECTIVES

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

2. PRISON RAPE ELIMINATION ACT (PREA) OF 2003

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

3. CRIMINAL JUSTICE INFORMATION SERVICE (CJIS) SECURITY POLICY

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE**

EXHIBIT G – ATTACHMENT 3 – CONTRACTOR OBLIGATIONS

EXHIBIT G – ATTACHEMENT 3 – CONTRACTOR OBLIGATIONS

1. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

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

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

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

2. BREACH

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

3. BYRD ANTI-LOBBYING AMENDMENT

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

4. DEBARMENT AND SUSPENSION

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

5. CLEAN AIR ACT

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
2023-049 DOC CORIS V8 UPGRADE**

EXHIBIT G – ATTACHMENT 3 – CONTRACTOR OBLIGATIONS

6. 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 using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental protections Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Remainder of this page intentionally left blank.

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ABILIS SOLUTIONS CORP. is a Maine Profit Corporation registered to transact business in New Hampshire on July 06, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 375847

Certificate Number : 0005906536



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of December A.D. 2022.

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

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: ABILIS SOLUTIONS CORP.	Business ID: 375847
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 07/06/2001	Name in State of Incorporation: ABILIS SOLUTIONS CORP.
Date of Formation in Jurisdiction: 07/06/2001	
Principal Office Address: 22 Monument Square, Suite 202, Portland, ME, 04101, USA	Mailing Address: 22 Monument Square, Suite 202, Portland, ME, 04101, USA
Citizenship / State of Incorporation: Foreign/Maine	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: annualreports@dwmlaw.com	Phone #: NONE
Notification Email: annualreports@dwmlaw.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NETWORK SOLUTIONS AND SUPPORT; INTEGRATED BUSINESS & E-COMMERCE	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Alain Elbaz / President	22 Monument Square, Suite 202, Portland, ME, 04101, USA
Alain Elbaz / Treasurer	22 Monument Square, Suite 202, Portland, ME, 04101, USA
Alain Elbaz / Director	22 Monument Square, Suite 202, Portland, ME, 04101, USA
Eric Le Goff / Director	22 Monument Square, Suite 202, Portland, ME, 04101, USA
Eric Le Goff / President	22 Monument Square, Suite 202, Portland, ME, 04101, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 7 Go to Page

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

Business Name	Business ID	Business Status
XWAVE (/online/BusinessInquire/TradeNameInformation? businessID=99936)	380603	Expired

Trade Name Owned By

Name	Title	Address
------	-------	---------

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 264, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

© 2022 State of New Hampshire.

Certificate of Authority # 1

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

Corporate Resolution

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

Abilis Solutions Corp.

(Name of Corporation or LLC)

I hereby certify the following is a true copy of a

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

30, 20 22 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Alain Elbaz - President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Abilis Solutions Corp. with
(Name of Corporation or LLC)

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

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

DATED: 2022/14/12

ATTEST: 
(Name and Title)

ERIC LE GOFF, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2022

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

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

PRODUCER Marsh USA, Inc. 9630 Colonnade Blvd, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE / A/C No. Ext: FAX / A/C No. Ext: E-MAIL: ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Granite State Insurance Company</td> <td>23809</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Granite State Insurance Company	23809	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Able Solutions Corp. 22 Monument Square, Suite 202 Portland, ME 04101	CN104120581-GL-22-23													

COVERAGES **CERTIFICATE NUMBER:** HOU-00316464-08 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDLESUBR (RSD / WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Property Damage Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		02-LX-08647735-13	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Deductible Value \$ 10,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.					

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

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

CERTIFICATE HOLDER State of New Hampshire Department of Corrections, Attn: Commissioner 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2578948

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

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 866-628-6365 PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: INSPERTYCERT@LOCKTONAFFINITY.COM
	INSURER(S) AFFORDING COVERAGE
INSURED ABILIS SOLUTIONS CORP. 22 MONUMENT SQ STE 202 PORTLAND, ME 04101-6180	INSURER A: Indemnity Insurance Co. of North America NAIC # 43575
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

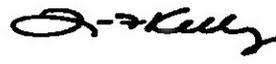
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	CS1438280	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS ATTN: COMMISSIONER 165 PLEASANT 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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NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

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

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

COR 307.03 Searches and Inspections Authorized.

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

Alain Elbaz, President

Name

Signature

Date

14 Dec 2022

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

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

Alain Elbaz, President

Name

Signature

Date

14 Dec, 2022

**NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT**

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

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

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

Alain Elbaz, President

Name


Signature

14, Dec, 2022
Date



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 08302-1806
603-271-5610 FAX: 888-908-8609
TDD ACCESS: 1-800-785-2964
www.nh.gov/nhdoc

HELEN E. HANKS
COMMISSIONER

JONATHAN K. HANSON
DIRECTOR

PRISON RAPE ELIMINATION ACT ACKNOWLEDGEMENT FORM

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

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

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

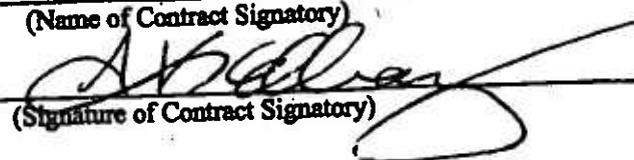
- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

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

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

Name (print): Alain Elbaz, President
(Name of Contract Signatory)

Date: 14 Dec, 2022

Signature: 
(Signature of Contract Signatory)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

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

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

Printed Name/Signature of Contractor Employee

Date

Alain Elbaz



Printed Name/Signature of Contractor Representative

14, Dec, 2022

Date

Abilis Solutions Corp., President

Organization and Title of Contractor Representative