



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

124

MAC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 16, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise a **Retroactive Sole Source** contract renewal option (Contract #8002457) with ESI Acquisition, Inc., (VC#221783), Atlanta, GA for emergency service response solutions by increasing the price limitation by \$747,514.40 from \$1,169,290.00 to \$1,916,804.40 and extending the completion date from June 30, 2025, to June 30, 2027, effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on June 19, 2019. 100% General Funds.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on June 19, 2019.

This request is **Retroactive** because the original contract term lapsed June 30, 2025. DHHS has requested this **Sole Source** extension and is supported by the attached memo from Commissioner Weaver. The Juvare emergency preparedness and response platform provided by ESI Acquisitions, Inc integrates multi-agency information into one platform that provides real-time information across disciplines to help make better decisions and efficient use of available resources.

In 2018, the Department of Health and Human Services (DHHS) and Homeland Security and Emergency Management (HSEM) used multiple programs for its Emergency Services Units to maintain emergency supply inventory, maintain its volunteer database, track patients during events, and communicate with hospitals and other response partners. During an emergency, users from both DHHS and external partners were often required to monitor multiple systems due to reporting requirements as well as to gain the complete picture of a situation as it is unfolding due to the systems not sharing information. This system was inefficient and costly to maintain.

In 2019, ESI Acquisition Inc., through contract #8002457, provided an integrated platform for the tracking of inventory, volunteers, and patients, as well as sharing information with hospitals and other response partners utilizing a software solution platform from their parent company, Juvare. This platform simplified user administration of state, regional, and local users with a modern and easy to use interface. This solution resulted in an easier to use system that provides internal and external users access to an integrated system during an emergency which communicates with all response components as well as other state emergency management systems preventing duplication of effort and saving time during an emergency.

In DHHS's analysis of ESI Acquisition's extension pricing for their justification memo, the cost comparison with the the base software platform from two alternate vendors, Open Gov and D4H, shows a cost savings of \$599,375.00. Additionally, DHHS calculates a cost of \$25,241.00 for time associated with implementation and training on a new system.

The contract (Contract #8002457) was for an initial term expiring June 30, 2025, with four (4), two-year extension options. The purpose of this request is to exercise the first two-year renewal option. Approving this extension will continue the one-system platform that the State's Emergency Service Units have come to rely on.

The new price limitation of \$1,916,804.40 includes \$385,112.78 for the two-year renewal period, and a vendor allowance of 10%, or \$38,511.28, for balance of product line purchases. There is also an additional \$323,890.34 to cover the amount the price limitation has been exceeded over the course of the contract.

Contract financials	
Current limitation	\$1,169,290.00
Current limitation remaining balance	(\$323,890.34)
Two-Year year amendment	\$385,112.78
Balance of product line items (Approximately 10%)	\$38,511.28
Limitation remaining balance after two-year amendment	\$1,916,804.40

Based on the foregoing, I am respectfully recommending approval of the contract amendment with ESI Acquisition, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov



Denis Goulet, *Commissioner*

May 5, 2025

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

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with ESI Acquisition, Inc. (ESRI), as described below and referenced as DoIT No. 2019-021A.

The purpose of this request is to provide emergency service response solutions.

The Total Price Limitation shall increase by \$747,514.40 for a New Total Price Limitation of \$1,916,804.40, effective upon Governor and Executive Council approval through June 30, 2027.

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

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2019-021A

cc: Cindy Dotlich, IT Manager



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Weaver
Commissioner

Morissa S. Henn
Deputy Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

To: Charles Arlinghaus, Commissioner, Department of Administrative Services (DAS)
From: Lori Weaver, Commissioner, Department of Health and Human Services (DHHS) *fw*
cc: Iain Watt, Director, Division of Public Health, DHHS
Date: May 20, 2025
Re: Request for Software Extension – Sole Source Contract Extension

The Department of Health and Human Services (the Department) utilizes a Department of Administrative Services (DAS)-managed statewide contract for a single vendor, EM Systems LLC, a Juvare Company, to provide an integrated platform for tracking patients during emergency public health and healthcare events, managing health volunteer data, and facilitating communication with hospitals and other response partners. This platform streamlines the Department's emergency response efforts by enabling real-time information sharing across various levels of government and with external partners. This ensures clean communication across state agencies, local entities, and healthcare organizations to maintain situational awareness and support more effective and coordinated planning and response efforts.

The Department respectfully requests approval of a two-year extension of the existing contract with Juvare, along with a sole source waiver. The contract costs are outlined in Addendum 1 (Juvare Contract Extension Cost Table). Our market research indicates that no other vendor currently provides the same level of integrated functionality available through the existing system and replacing this platform would require multiple contracts for vendor services at greatly increased cost. As such, maintaining continuity with Juvare is essential to ensuring uninterrupted capabilities for the state's public health and healthcare emergency management activities.

The Department estimates that migration of the current function and capabilities to other services would result in as much as \$625,000 in additional costs to the Department. Migration to a new platform would require significant investment in time, training, and resources, all of which would lead to delays and disruption in service. Additional details on a hypothetical replacement and migration, as well as potential costs, are detailed in Addendum 2 (Comparative Cost Analysis of Vendor Replacement).

The Department of Information Technology (DoIT) previously approved the Department's request to create a statewide contract for an emergency management information system, with the option to extend via four (4), two (2) year extensions. This request would exercise the first available two (2) year extension.

The Juvare software solution is already integrated into the State's emergency operations protocols and complements the state's Emergency Management Information System, WebEOC. Given the critical role this system plays in daily and emergency operations, as well as the technical and financial complexities involved in switching vendors, the Department has confirmed that exercising the available two-year extension with Juvare is the most efficient approach to ongoing needs.

While Juvare currently offers the most cost-effective and operationally complete solution, the Department will continue to monitor and engage in the evolving marketplace for comparable products. We have identified a shortlist of potential vendors who offer partial capabilities and plan to initiate comprehensive competitive analysis during the requested extension period.

Thank you for your consideration.

**ADDENDUM 1
 Juvare Contract Extension Cost Table**

Proposed Contract Extension Term	Cost
7/1/25-6/30/27	
Year 1 (SFY26)	\$190,851.06
Year 2 (SFY27)	\$194,261.72
Grand Total	\$385,112.78

**ADDENDUM 2
 Comparative Cost Analysis of Vendor Replacement**

The Department’s Bureau of Emergency Preparedness, Response & Recovery conducted a detailed review of the marketplace and identified a comprehensive list of alternative vendors that could provide some – but not all – of the features offered by Juvare. No vendor was found to offer a single platform with the full suite of required capabilities. In addition, the cost for customization to meet the Department’s needs was approximately \$200 per hour across vendors, which is factored into the estimates below. None of the non-Juvare solutions include integration with WebEOC or IPAWS, which are utilized by the Department of Safety and State Emergency Operations Center.

Critical Capability Feature*	Juvare Suite	Other Vendor		Cost
	Pricing		Pricing	Difference
Patient Tracking	\$68,804	Open Gov	\$268,804	+\$200,000
Health System Bed Availability & Incident Management for Public Health Events	\$150,046	D4H	\$268,172	+ \$118,126
Health Alert Network (HAN)	\$58,495	D4H	\$219,159	+\$160,664
Volunteer Management	\$79,567	D4H	\$200,512	+ \$120,945
Gaps in Competitor Offerings (ArcGIS Mapping Integration, Healthcare Dashboard & OPLC Integration; see below detail)	\$28,199**	All Others	Not included	Custom pricing required
TOTAL	\$385,111		\$956,647	+ \$599,735***

*Critical capability features are those currently utilized by the Department through the Juvare emergency management software suite and necessary to ensure continuity of existing emergency response functions
 ** Cost Difference Total omits this \$28,199 figure. See *Gaps in Competitor Offerings* section for a detailed explanation
 ***Does not include potential difference in cost of customization

Gaps in Competitor Offerings: Most vendor base pricing excluded critical components such as map functionality, ArgGIS integration, and integration with the New Hampshire Office of Professional Licensure and Certification (OPLC). These elements are included in Juvare's bundled pricing at a combined value of \$28,199. These would require additional contracts, integrations, and potential procurement cycles. These capabilities support emergency responses by facilitating real-time information sharing that ensures clear communication and situational awareness as incidents unfold. OPLC integration verifies credentialing of licensed healthcare professionals for emergency staff and volunteer roles.

Technical Advantage: Juvare's API connectivity allows connectivity with WebEOC and OPLC to be embedded in the Department's emergency response technology infrastructure. Any other vendor would require customized development work to replicate these connections. Automated data transfers reduce manual entry, decrease the risk of errors, and allow emergency response staff to allocate limited resources where they are needed most using timely, streamlined processes.

Demonstrated Fiscal Efficiency: By continuing with Juvare, the State is projected to save approximately \$624,976 over the two-year extension period, which includes:

- \$599,735 in avoided start-up, training, and transition costs
- \$25,241 in staff time and operational labor cost savings. This estimate was calculated using training time commitments (120 hours) and staff hours necessary to implement a new system (600 hours).



Juvare Contact
Dave Wojs
(484) 325-0737
dave.wojs@juvare.com

**When you send in a Purchase Order for the items below,
THE PURCHASE ORDER MUST INCLUDE THE
QUOTE NUMBER & QUOTE DATE TO BE ACCEPTED**

Quote Number: Q-17915

Quote Date: 5/7/2025

Quote for: New Hampshire Department of Health, NH - Maintenance Renewal (2 Yrs) - 7/1/2025 - 6/30/2027

Quote Expires: 7/1/2025

Quote To:

New Hampshire Department of Health, NH
129 PLEASANT STREET
Concord, New Hampshire 03301

Ship To:

New Hampshire Department of Health, NH
129 PLEASANT STREET
Concord, New Hampshire 03301

Quote Contact:

Amy McLaughlin, Communications Strategy Specialist
amy.k.mclaughlin@dhhs.nh.gov |

Thank you for your support of Juvare products and services! When you are ready to proceed with a Purchase Order:

- Address all Purchase Orders to **ESi Acquisition, Inc., 211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346.**
- The terms and conditions of the master agreement by and between Juvare, LLC (or the above affiliate) and the Client, as set forth in the applicable master agreement, shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote. Any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void.
- Quotes issued in **US Dollars** and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juvare are subject to change. Substitutes will be provided for customer consideration and approval.

ESi Acquisition, Inc., a Juvare Company

211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346 | Phone: 866.200.0165

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Juvare Contact
 Dave Wojs
 (484) 325-0737
 dave.wojs@juvare.com

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
102-T-AGIS-1	Term - ArcGIS Extension Maintenance Year 1: 7/1/2025 - 6/30/2026	\$2,243.34	1.00	\$2,243.34
102-T-DB-1	Term - Dashboard Maintenance Year 1: 7/1/2025 - 6/30/2026	\$2,492.60	1.00	\$2,492.60
102-T-MAP-1	Term - Maps Add-On Maintenance Year 1: 7/1/2025 - 6/30/2026	\$6,375.39	1.00	\$6,375.39
400-S-CAP-1	EMResource Per Capita Year 1: 7/1/2025 - 6/30/2026	\$39,676.00	1.00	\$39,676.00
300-S-HAN-1	CORES Health Alert Network (HAN) Year 1: 7/1/2025 - 6/30/2026	\$28,815.28	1.00	\$28,815.28
300-S-RMS-1	CORES Responder Management System (RMS) Year 1: 7/1/2025 - 6/30/2026	\$27,243.50	1.00	\$27,243.50
200-S-PC-1	eICS Per Capita Year 1: 7/1/2025 - 6/30/2026	\$27,851.20	1.00	\$27,851.20
500-S-CAP-1	EMTrack Per Capita Year 1: 7/1/2025 - 6/30/2026	\$34,402.00	1.00	\$34,402.00
401-S-EMRAPI-1	EMResource Interface/API Year 1: 7/1/2025 - 6/30/2026	\$6,234.80	1.00	\$6,234.80
301-S-ABC-1	CORES RMS Automated Background Check Module Year 1: 7/1/2025 - 6/30/2026	\$4,403.25	1.00	\$4,403.25
301-S-ICSLB-1	CORES Custom/State Licensure Board Integration Year 1: 7/1/2025 - 6/30/2026	\$1,174.20	1.00	\$1,174.20
301-S-SSL-1	CORES EV SSL Domain Certificate by Entrust Module Year 1: 7/1/2025 - 6/30/2026	\$1,802.50	1.00	\$1,802.50
301-S-BM-1	CORES RMS Badging Module Year 1: 7/1/2025 - 6/30/2026	\$8,137.00	1.00	\$8,137.00
Year 1 Total:				\$190,851.06

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
102-T-AGIS-1	Term - ArcGIS Extension Maintenance Year 2: 7/1/2026 - 6/30/2027	\$2,310.64	1.00	\$2,310.64
102-T-DB-1	Term - Dashboard Maintenance Year 2: 7/1/2026 - 6/30/2027	\$2,567.38	1.00	\$2,567.38
102-T-MAP-1	Term - Maps Add-On Maintenance Year 2: 7/1/2026 - 6/30/2027	\$6,566.65	1.00	\$6,566.65



Juvare Contact
 Dave Wojs
 (484) 325-0737
 dave.wojs@juvare.com

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
400-S-CAP-1	EMResource Per Capita Year 2: 7/1/2026 - 6/30/2027	\$40,866.28	1.00	\$40,866.28
300-S-HAN-1	CORES Health Alert Network (HAN) Year 2: 7/1/2026 - 6/30/2027	\$29,679.74	1.00	\$29,679.74
300-S-RMS-1	CORES Responder Management System (RMS) Year 2: 7/1/2026 - 6/30/2027	\$27,243.50	1.00	\$27,243.50
200-S-PC-1	eICS Per Capita Year 2: 7/1/2026 - 6/30/2027	\$28,686.74	1.00	\$28,686.74
500-S-CAP-1	EMTrack Per Capita Year 2: 7/1/2026 - 6/30/2027	\$34,402.00	1.00	\$34,402.00
401-S-EMRAPI-1	EMResource Interface/API Year 2: 7/1/2026 - 6/30/2027	\$6,421.84	1.00	\$6,421.84
301-S-ABC-1	CORES RMS Automated Background Check Module Year 2: 7/1/2026 - 6/30/2027	\$4,403.25	1.00	\$4,403.25
301-S-ICSLB-1	CORES Custom/State Licensure Board Integration Year 2: 7/1/2026 - 6/30/2027	\$1,174.20	1.00	\$1,174.20
301-S-SSL-1	CORES EV SSL Domain Certificate by Entrust Module Year 2: 7/1/2026 - 6/30/2027	\$1,802.50	1.00	\$1,802.50
301-S-BM-1	CORES RMS Badging Module Year 2: 7/1/2026 - 6/30/2027	\$8,137.00	1.00	\$8,137.00
Year 2 Total:				\$194,261.72

Contract Total *plus applicable taxes	USD 385,112.78
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Additional Disclaimer

Work cannot be started and dates for services cannot be secured until the applicable initial payment or purchase order has been received. Pricing contained herein is based on configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juvare or its affiliate shall be invoiced to and paid by Client.



FIRST AMENDMENT TO THE CONTRACT BETWEEN
ESI ACQUISITION, INC.
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ESU EMERGENCY SERVICE RESPONSE SOLUTIONS
CONTRACT # 8002457

This First Amendment (hereinafter referred to as the "Amendment"), dated this 13 day of May 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ESI Acquisition, Inc. hereinafter referred to as ("the Contractor") for ESU Emergency Service Response Solutions.

WHEREAS, pursuant to an agreement effective June 20, 2019, and set to expire June 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain ESU Emergency Service Response Solutions for the State in consideration of payment by the State of certain sums as specified therein; and

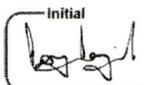
WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

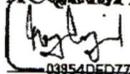
1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 June 30, 2027
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$1,916,804.40

Contract financials	
Current limitation	\$1,169,290.00
Current limitation remaining balance	(\$323,890.34)
Two-Year year amendment	\$385,112.78
Balance of product line items (Approximately 10%)	\$38,511.28
Limitation remaining balance after two-year amendment	\$1,916,804.40

3. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on June 20, 2019, shall remain in full force and effect.

Contractor Initials: 

ESI ACQUISITION, INC.

By: 
03954DED775042E

Rajib Roy
(Print Name)

Title: President and CEO

Date: May 13, 2025 | 09:32:27 EDT

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6.25.25

OFFICE OF THE ATTORNEY GENERAL

By: 

Christen Lavers
(Print Name)

Title: Sr. Assistant Attorney General

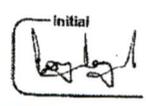
Date: 7/13/25

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 

Date: May 13, 2025 | C

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 ESI ACQUISITION, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 14, 2019. 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: **821439**

Certificate Number: **0007169741**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State

I, Bryan Kaplan, hereby certify that I am duly elected Clerk/Secretary/Officer of **ESi Acquisitions, Inc.** 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 **September 5, 2024**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **Rajib Roy** is duly authorized to enter into contracts or agreements on behalf of **ESi Acquisitions, Inc.** with 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. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(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.

DocuSigned by:
Bryan Kaplan
Signed _____ Date: May 13, 2025

OMNIBUS ACTION BY UNANIMOUS WRITTEN CONSENT

**JUVARE HOLDINGS INC.
JUVARE INTERMEDIATE HOLDINGS INC.
JUVARE, LLC,
JUVARE CANADA LTD.,
EMSYSTEMS LLC,
KNOWLEDGE CENTER ENTERPRISES, LLC,
LIVEPROCESS CORPORATION,
JUVARE LITHUANIA UAB,
GLOBAL SECURE SYSTEMS CORP.,
GEOPLIANT, LLC,
COLLABORATIVE FUSION, INC.,
ESI ACQUISITION, INC.,
JUVARE IP HOLDING COMPANY, LLC,
NUSURA, LLC,
SIMULATIONDECK, LLC**

September __, 2024

THE UNDERSIGNED, being (i) all of the stockholders of each of Juvare Holdings Inc., a Delaware corporation, Juvare Intermediate Holdings Inc., a Delaware corporation, Juvare Canada Ltd., a Canadian limited company, Liveprocess Corporation, a Delaware corporation, Juvare Lithuania UAB, a Lithuanian limited company, Collaborative Fusion, Inc., a Delaware corporation, ESI Acquisition, Inc., a Delaware corporation, and Global Secure Systems Corp., a California corporation (collectively, the “Corporations”), (ii) all of the directors of each of the Corporations, (iii) all of the members of each of Juvare, LLC, a Delaware limited liability company, EMSystems LLC, a Delaware limited liability company, Geopliant, LLC, a Virginia limited liability company, Knowledge Center Enterprises, LLC, a Delaware limited liability company, Juvare IP Holding Company, LLC, a Delaware limited liability company, Nusura, LLC, a Colorado limited liability company, and SimulationDeck, LLC, a Colorado limited liability company (collectively, the “LLCs” and, together with the Corporations, the “Entities”), and (iv) all of the managers of each of the LLCs, hereby consent in writing, pursuant to the laws of the applicable jurisdictions of incorporation or organization of each Entity, and the bylaws, operating agreement, or other governing documents of each Entity, as applicable, to the adoption of the following preambles and resolutions with the same force and effect as if they were duly adopted at a meeting of the stockholders, members, board of directors, or board of managers of each Entity (collectively, the “Governing Bodies”) at which a quorum was present and acting throughout, and direct that they be filed with the minutes of the proceedings of each Entity.

1. Director and Manager Resignations and Appointments

WHEREAS, each of the stockholders or members of the undersigned deem it desirable and in the best interests of each of the Entities and their respective equityholders to appoint directors or managers for each of the Entities or ratify the current directors or managers of the Entities, as applicable;

NOW, THEREFORE BE IT:

RESOLVED, that, effective as of the date hereof, each of the individuals identified below be, and hereby are, appointed or ratified as directors or managers, as applicable, of each of the Entities set forth

opposite his or her name to serve until his or her successor(s) shall be duly elected and shall be qualified or until his or her earlier death, resignation or removal, and the following individuals shall constitute each of the entire Governing Bodies as of the date hereof (collectively, the “Director Appointments”):

Entity	Manager(s) / Director(s)
Juvare Holdings Inc.	Rajib Roy Danny Herb Bryan Kaplan
Juvare Intermediate Holdings Inc.	Rajib Roy Danny Herb Bryan Kapan
Juvare, LLC	Rajib Roy Danny Herb Bryan Kaplan
EMSystems LLC	Rajib Roy Danny Herb Bryan Kaplan
Collaborative Fusion, Inc.	Rajib Roy Danny Herb Bryan Kaplan
ESi Acquisition, Inc.	Rajib Roy Danny Herb Bryan Kaplan
Global Secure Systems Corp.	Rajib Roy Danny Herb Bryan Kaplan
Knowledge Center Enterprises, LLC	Rajib Roy Danny Herb Bryan Kaplan
Liveprocess Corporation	Rajib Roy Danny Herb Bryan Kaplan
Juvare Canada Ltd	Rajib Roy Danny Herb Bryan Kaplan
Juvare Lithuania UAB	Rajib Roy Danny Herb Bryan Kaplan
Geoplant, LLC	Member Managed
Juvare IP Holding Company, LLC	Member Managed
Nusura, LLC	Rajib Roy Danny Herb Bryan Kaplan

SimulationDeck, LLC	Member Managed
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2. Officer Resignations and Appointments

WHEREAS, each of the directors or managers, as applicable, of the undersigned deem it desirable and in the best interests of each of the Entities and their respective equityholder that the directors or managers, as applicable, (i) ratify and accept the prior resignation of Kent Kelley and Alex Zubrowski as officers of each of the Entities for which they previously served as officer, (ii) ratify and accept the prior resignation or removal of the officers of Nusura, LLC and SimulationDeck, LLC, and (iii) appoint or ratify the appointment of officers of each of the Entities as set forth below; and

WHEREAS, each of the directors or managers, as applicable, of the undersigned deem it desirable and in the best interests of each of the Entities and their respective equityholders that each of Rajib Roy, Bryan Kaplan, and Danny Herb be authorized and empowered to make, execute, endorse and deliver in the name of and on behalf of each Entity, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by such Entity.

NOW, THEREFORE BE IT:

RESOLVED, that (i) the prior resignations of Kent Kelly and Alex Zubrowski as officers of each Entity for which they served as officers and (ii) the resignations and removals of the officers of Nusura, LLC and SimulationDeck, LLC, in each case, are hereby accepted and ratified as of the date of each such resignation or removal;

RESOLVED, that each of the individuals identified below be, and hereby is, appointed or ratified as an officer of each of the Entities set forth opposite his or her name, with the title(s) set forth opposite his or her name to serve at the discretion of the Governing Bodies until his or her successor(s) shall be duly elected and shall be qualified or until his or her earlier death, resignation or removal (each such appointment, an "Officer Appointment"):

Entity	Officer	Title
Juvare Holdings Inc.	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Juvare Intermediate Holdings Inc.	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer

	Bryan Kaplan	Executive Vice President and Secretary
Juvare, LLC	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
EMSystems LLC	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Global Secure Systems Corp.	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Collaborative Fusion, Inc.	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
ESi Acquisition, Inc.	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Knowledge Center Enterprises, LLC	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary

Liveprocess Corporation	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Juvare Canada Ltd	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Juvare Lithuania UAB	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
Geopliant, LLC	Rajib Roy	President and Chief Executive Officer
	Danny Herb	Chief Financial Officer
	Brian Kaplan	Executive Vice President and Secretary
Juvare IP Holding Company, LLC	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary
SimulationDeck, LLC	Rajib Roy	Chief Executive Officer and Treasurer
	Danny Herb	Chief Financial Officer
	Bryan Kaplan	Executive Vice President and Secretary

; and be it further:

RESOLVED, that each of Rajib Roy, Danny Herb, and Bryan Kaplan be, and hereby is, authorized and empowered to make, execute, endorse and deliver in the name of and on behalf of each Entity, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by

such Entity; and be it further

RESOLVED, that each Entity's officers be, and hereby are, authorized and directed on behalf of and in the name of such Entity to take all actions which such officer, in the exercise of such officer's sole discretion, deems necessary, advisable or appropriate to effectuate the foregoing resolutions including, without limitation, the execution and delivery of such certificates, instruments or documents and the paying of such fees and expenses, as such officer may deem necessary, advisable or appropriate, such determination to be conclusively evidenced by the performance of such acts and the execution and delivery of such certificates, instruments or documents; and be it further

RESOLVED, that any and all actions taken by any of each Entity's officers prior to the date of adoption of the foregoing resolutions that would have been authorized by the foregoing resolutions but for the fact that such actions were taken prior to such date be, and each of them hereby is, ratified, approved, confirmed, and adopted in all respects and for all purposes, as a duly authorized act of such Entity; and be it further

RESOLVED, that this Omnibus Written Consent may be executed and delivered in any number of counterparts and by facsimile or other electronic signature, each counterpart of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same document.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first set forth above.

In his capacity as an authorized officer of:

FA Juvare Intermediate Holdings Inc., the sole stockholder of Juvare Holdings Inc.

Signed by:

Ari Benacerraf, Authorized Officer

[Signature pages continue]

[Signature Page to Omnibus Written Consent]

In his capacity as an authorized officer of each of:

Juware Holdings Inc.	the sole stockholder of	Juware Intermediate Holdings Inc.
Juware Intermediate Holdings, Inc.	the sole member of	Juware, LLC
Juware, LLC	the sole member or sole stockholder, as applicable, of	EMSystems LLC Knowledge Center Enterprises, LLC Geopliant, LLC Liveprocess Corporation Juware IP Holding Company, LLC Juware Canada Ltd
EMSystems LLC	the sole stockholder of	ESi Acquisition, Inc. Collaborative Fusion, Inc. Global Secure Systems Corp. Juware Lithuania UAB
ESi Acquisition, Inc.	the sole member of	Nusura, LLC
Nusura, LLC	the sole member of	SimulationDeck, LLC

and

In his capacity as a director or manager of each of:

Juware Holdings Inc.
 Juware Intermediate Holdings Inc.
 Juware, LLC
 EMSystems LLC
 Geopliant, LLC
 Juware IP Holding Company, LLC
 Collaborative Fusion, Inc.
 ESi Acquisition, Inc.
 Global Secure Systems Corp.
 Knowledge Center Enterprises, LLC
 Liveprocess Corporation
 Juware Canada Ltd
 Juware Lithuania UAB
 Nusura, LLC

Signed by:

 516F339BAC4E476...

Rajib Roy

[Signature pages continue]

[Signature Page to Omnibus Written Consent]

In his capacity as a director or manager of each of:

Juvaré Intermediate Holdings Inc.
Juvaré, LLC
EMSystems LLC
Collaborative Fusion, Inc.
ESi Acquisition, Inc.
Global Secure Systems Corp.
Knowledge Center Enterprises, LLC
Liveprocess Corporation
Geopliant, LLC
Juvaré IP Holding Company, LLC
Nusura, LLC
Juvaré Canada Ltd
Juvaré Lithuania UAB

DocuSigned by:
Bryan Kaplan
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Bryan Kaplan

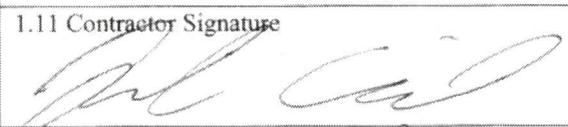
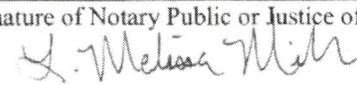
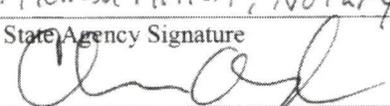
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street., Concord, NH 03301	
1.3 Contractor Name ESi Acquisition, Inc.		1.4 Contractor Address 235 Peachtree Street NE, Suite 2300, Atlanta GA 30303	
1.5 Contractor Phone Number 866-200-0165	1.6 Account Number Various	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$1,169,290.00
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jordan Cipala, Vice President and Secretary	
1.13 Acknowledgement: State of <u>Georgia</u> , County of <u>Fulton</u> On <u>June 18, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>L. Melissa Millen, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory _____	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form. Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

INFORMATION TECHNOLOGY PROVISIONS

PART 2

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

TERMS AND DEFINITIONS	6
INTRODUCTION.....	21
RECITALS	21
1. CONTRACT DOCUMENTS.....	21
1.1. <i>CONTRACT DOCUMENTS.....</i>	21
1.2. <i>ORDER OF PRECEDENCE.....</i>	22
1.3. <i>REGULATORY GOVERNMENT APPROVALS.....</i>	22
1.4. <i>CONSTRUCTION OF AGREEMENT AND TERMS.....</i>	22
1.5. <i>ENTIRE AGREEMENT.....</i>	22
2. CONTRACT TERM.....	22
2.1. INITIAL PERIOD.....	22
2.2. CONTRACT EXTENSION.....	23
2.3. AUTOMATIC RENEWAL.....	23
2.4. NOTICE TO PROCEED.....	23
3. COMPENSATION.....	23
3.1. <i>CONTRACT PRICE.....</i>	23
3.2. <i>NON-EXCLUSIVE CONTRACT.....</i>	23
4. CONTRACT MANAGEMENT.....	24
4.1. THE CONTRACTOR’S CONTRACT MANAGER.....	24
4.2. THE CONTRACTOR’S PROJECT MANAGER.....	24
4.3. CONTRACTOR KEY PROJECT STAFF.....	25
4.4. STATE CONTRACT MANAGER.....	26
4.5. STATE PROJECT SPONSOR.....	27
4.6. REFERENCE AND BACKGROUND CHECKS.....	27
5. DELIVERABLES	28
5.1. THE CONTRACTOR’S RESPONSIBILITIES.....	28

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

5.2. DELIVERABLES AND SERVICES28

5.3. DELIVERABLE REVIEW AND ACCEPTANCE 28

6. SOFTWARE 30

7. SERVICES..... 30

8. WORK PLAN DELIVERABLE..... 31

9. CHANGE REQUEST/ORDERS(S)..... 31

10. INTELLECTUAL PROPERTY 32

10.1. SOFTWARE TITLE..... 32

10.2. STATE’S DATA AND PROPERTY..... 33

10.3. CONTRACTOR’S MATERIALS 34

10.4. STATE WEBSITE COPYRIGHT 34

10.5. PUBLICITY/USE OF TRADEMARKS..... 35

10.6. CUSTOM SOFTWARE SOURCE CODE..... 35

10.7. SURVIVAL..... 35

11. USE OF STATES INFORMATION AND CONFIDENTIALITY 35

11.1. USE OF STATE’S INFORMATION..... 35

11.2. STATE CONFIDENTIAL INFORMATION 35

11.3. CONTRACTOR CONFIDENTIAL INFORMATION..... 36

11.4. SURVIVAL..... 37

12. LIMITATION OF LIABILITY 37

12.1. STATE..... 37

12.2. CONTRACTOR..... 37

12.3. STATE’S IMMUNITY 38

12.4. LIMITATION PERIOD 38

12.5. SURVIVAL..... 38

13. TERMINATION 38

13.1. EVENT OF DEFAULT BY THE CONTRACTOR..... 38

13.2. EVENT OF DEFAULT BY THE STATE 39

13.3. TERMINATION FOR CONVENIENCE 40

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS

13.4.	TERMINATION FOR CONFLICT OF INTEREST.....	41
13.5.	TERMINATION PROCEDURE.....	41
13.6.	OTHER TERMINATION/SUSPENSION OF SERVICES.....	43
13.7.	SURVIVAL.....	44
14.	CHANGE OF OWNERSHIP.....	44
15.	ASSIGNMENT, DELEGATION, AND SUBCONTRACTS.....	44
16.	DISPUTE RESOLUTION.....	45
17.	STATE STANDARDS AND PROCEDURES.....	46
17.1.	PREVAILING PARTY.....	46
17.2.	PATENT PROTECTION.....	46
17.3.	COMPUTER USE.....	47
17.4.	EMAIL USE.....	47
17.5.	INTERNET/INTRANET USE.....	47
18.	GENERAL PROVISIONS.....	48
18.1.	INSURANCE CERTIFICATE.....	48
18.2.	EXHIBITS.....	48
18.3.	VENUE AND JURISDICTION.....	48
18.4.	SURVIVAL.....	48
18.5.	FORCE MAJEURE.....	48
18.6.	NOTICES.....	48
19.	DATA PROTECTION.....	49
19.1.	DATA PROTECTION.....	49
19.2.	DATA LOCATION.....	49
19.3.	SECURITY INCIDENT OR DATA BREACH NOTIFICATION.....	50
19.4.	BREACH RESPONSIBILITIES.....	50
19.5.	NOTIFICATION OF LEGAL REQUESTS.....	51
19.6.	ACCESS TO SECURITY LOGS AND REPORTS.....	52
19.7.	CONTRACT AUDIT.....	52
19.8.	DATA CENTER AUDIT.....	52

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

19.9.	ADVANCE NOTICE	52
19.10.	SECURITY	52
19.11.	NON-DISCLOSURE AND SEPARATION OF DUTIES	53
19.12.	IMPORT AND EXPORT OF DATA	53
19.13.	RESPONSIBILITIES AND UPTIME GUARANTEE.....	53
19.14.	RIGHT TO REMOVE INDIVIDUALS	53

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

TERMS AND DEFINITIONS

The following general Contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Administrator	An employee, officer, director or consultant of to whom the State has provided a user account and certain rights to administer the Software or System.
Agreement	A written agreement duly executed and legally binding between the Contractor and the State of New Hampshire.
API	Application programming interface.
Appendix	Supplementary material that is collected and appended at the back of a document.
Application Service Provider	The entity that maintains a shared hardware environment for the purpose of hosting and maintaining software and data on behalf of customers.

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DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

ASP Environment	Application Service Provider Environment. The Contractor's user interface and system behind it.
Audit Trail Capture and Analysis	Supports the Identification and monitoring of activities within an application or System.
Authorized User	The Contractor's employees, Contractors, Subcontractors or other agents who need to access the State Data to enable the Contractor to perform the Service required.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, Confidentiality or integrity of personal information maintained by a person or commercial entity.
Business Hours	Contractor personnel shall work standard Business Hours between 8:00 a.m. and 5:00 p.m. EST, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.
CCP	Change Control Procedures
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Completion Date	End date for the Contract. (See Contract Agreement – Part 1, P-37 General Provisions - Block 1.7)
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	each party to perform as specified in the Contract Documents.
Contract	Part 1, 2, and 3. The Documentation consisting of the P-37 General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the Conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (Part 2, IT Provisions - Section 1.1)
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (Part 2, IT Provisions - Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions - Section 1.8: <i>Price Limitation</i> , as well as, Part 3 - Exhibit B Paragraph 2: <i>Contract Price</i> .
Contractor	The Vendor and its employees, Subcontractors, agents and affiliates whose proposal or quote was awarded the Contract with the State and who is responsible for providing the Services agreed to under Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy Software or System and successfully converts it to a form that can be used by the new Software or System.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested by either party and approved by both parties that does not become effective unless and until in writing signed by an authorized representative of both parties.
Cure Period	The period following written notification of a default within which a Contractor must cure the default identified.
Custom Code	Code developed by the Contractor specifically for this Project for the State of New Hampshire.
Custom Software	Software developed by the Contractor specifically for this Project for the State of New Hampshire.
Data	State's records, files, forms, State Data and other documents or information, in either electronic or paper form, that will be used/converted by the Contractor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted Non-Public Data.
DBA	Database Administrator
Deficiency (-ies)/Defects	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any System, Software, Non-Software, or Written (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under <u>RSA Chapter 21-R</u> by the Legislature effective September 5, 2008.

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Digital Signature	Certification that guarantees the unaltered state of a file, also known as “code signing”.
Documentation	User manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by the Contractor in conjunction with the implementation purchase, training, use, maintenance or update of the Software.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of Data for security purposes.
End User	End Users for each system include: <ul style="list-style-type: none"> a. Registered users and administrators within the system; b. Authorized healthcare providers within the state of New Hampshire; c. Registered volunteers, administrators, and organizations within the system; and d. Authorized users and administrators within the system
Enhancements/ Derivative Work(s)	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements or other functional extensions of the Software or System requested by either party and approved by both parties that does not become effective unless and until an amendment is executed and approved by both parties, which may also include Governor and Executive Counsel.
Event of Default	Any one or more of the following acts or omissions of a Contractor shall constitute an Event of Default hereunder (“Event of Default”):

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	<ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on Schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract.
Fully Loaded	The Contractor must assume all reasonable travel and related expenses by making all labor rates “Fully Loaded”. Fully loaded labor rates are inclusive of all allowable expenses, including, but not limited to: Taxes and Travel expenses means travel, living and out of pocket expenses, meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. (including travel agent service fees and applicable internal per diems) incurred by the Contractor in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by the Contractor resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by the State to the applicable dates for performance of the relevant Services.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
GUI	Graphical User Interface.
HAN	Health Alert Network
Hosting Services	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
HICS	Hospital Incident Command System
Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Identification and Authentication	Supports obtaining information about those parties attempting to log on to Software or a System or application for security purposes and the validation of those Users.
Implementation/Installation	The process for making the Software or System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the Software or System to full Operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Integration Testing	Testing which validates the integration between the individual unit application modules and verifies that the new Software or System meets defined requirements and supports execution of interfaces and business processes. The Integration Test is performed in a test environment.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
IRG	Incident Response Guide
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire.
Liquidated Damages	Damages whose amount the parties designate during the formation of a contract for the injured party to collect as compensation upon a specific breach (e.g., late performance).
Module	A proprietary set of status boards developed by the Contractor for use with select Software which are designed to address a common functional need; these may also be known as “Add-ons”.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than Personal Data, 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.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, service, other.
Notice to Proceed (NTP)	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A Data format based on an underlying Open Standards.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in <u>RSA Chapter 21-R:10</u> and <u>RSA Chapter 21-R:11</u> .

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Open Standards	Specifications for the encoding and transfer of computer Data that is defined in <u>RSA Chapter 21-R:10</u> and <u>RSA Chapter 21-R:13</u> .
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	The Software or System is operating and fully functional, all Data has been loaded, the Software or System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Party	The Contractor or the State of New Hampshire individually.
Parties	The Contractor and the State of New Hampshire collectively.
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following Personally Identifiable Information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); or Protected Health Information (PHI) Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium relating to a person.
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	on time, on budget and to the required Specifications and quality.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Contractor on the Project.
Proposal	The submission from a Vendors in response to the State's Request for Proposal (RFP), Competitive Bid, Statement of Work (SOW), or Request for Quote (RFQ).
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
RMS	Responder Management System
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Security Incident	The potentially unauthorized access by non-authorized persons to Personal Data or Non-Public Data the

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	Contractor believes could reasonably result in the use, disclosure or theft of a State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
Service	The work or labor to be performed by the Contractor on the Project as described in the Contract.
SLA	Service Level Agreement.
Software	All of the software licensed to the State from the Contractor pursuant to the terms of this Agreement. Which may include, but not limited to, Add-ons, plug-ins, modules, interfaces, extensions thereto integrated and functioning together in accordance with the Specifications and Software Updates.
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.
Software Deliverables	The Software provided under this Contract and any Enhancements.
Software Update	Any technical correction, patch, bug fix, enhancement or other software release provided to the State pursuant to the License and the Software Support Plan purchased by the State.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor.

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: Jpc

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Specifications	The written provisions that set forth the requirements which include, without limitation, 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 as mutually agreed upon by the parties. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
SQL	Structured Query Language
State	STATE is defined as: <p style="text-align: center;">State of New Hampshire Administrative Services/Bureau of Purchasing 25 Capitol Street, Room 102 Concord NH 03301</p> Reference to the term “State” shall include applicable agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
State’s Confidential Information	State Data and information and Confidentiality regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A: Access to Government Records and Meetings</u> .
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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State, or in the Software.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Identified Contact	The person or persons designated in writing by the State to receive Security Incident or Breach notification.
State’s Project Manager (PM)	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
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.
Surge Capacity Plan	An emergency response program for use with the WebEOC Software which permits the State to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract..
System	The implemented total solution which can include software, specified hardware, interfaces, extensions, hosting and any other professional services that are integrated and functioning together in accordance with the Specifications of the Contract.
TBD	To Be Determined
Technical Authorization	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements.

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Contractor is supporting Software or System changes.
UAT	User Acceptance Test.
Unit Test	Developers create their own test Data and test scenarios to verify the code they have created or changed functions properly as defined.
User	Any individual to whom the State has provided a user account for accessing and using the Services, including, without limitation, the Software; may also be referred to as a State “end-user”.
User Acceptance Testing (UAT)	Tests done by the State’s knowledgeable business Users who are familiar with the scope of the Project. They create/develop test cases to confirm the Software or System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer Software or System, application or network.
Virtual Private Network (VPN)	Extends a private network across a public network, and enables users to send and receive Data across shared or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

	public networks as if their computing devices were directly connected to the private network.
Warranty Period	A period of coverage during which Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Plan	The overall plan of 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 Part 3 - Exhibit A: <i>Contract 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.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department Administrative Services/Division of Procurement and Support Services (“State”), and ESI Acquisitions, Inc., a wholly owned subsidiary of Juvare, LLC (VC 221783) (“Contractor”), having its principal place of business at 235 Peachtree Street NE, Suite 2300, Atlanta GA 30303.

RECITALS

Whereas the State desires to have the Contractor provide a emergency management information systems for healthcare, emergency management, and critical infrastructure and will provide an integrated solution to be used in preparedness and response across the State of New Hampshire.

Whereas the Contractor wishes to provide, but not be limited to: Emergency Services Unit (ESU) software solutions that will track inventory, patients, healthcare situational awareness/response, mapping components, and volunteer management (collectively, the “Software”) and associated Services for the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. CONTRACT DOCUMENTS

This Contract Agreement 8002457 / DoIT - 2019-021 is comprised of the following documents:

- A.** Part 1 - Form P-37 General Provision
- B.** Part 2 - Information Technology Provisions
- C.** Part 3 - Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance, Support, and Hosting Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software Agreement
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference

State of NH Contract 8002457 / DoIT 2019-021

IT Provisions – Part 2

Date: 6/18/19

Contractor Initials: JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments

The Exhibits, Statement of Work or Quote, Attachments, and schedules together with this Agreement shall be interpreted as a single document.

1.2. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a. State of New Hampshire, Administrative Services Contract Agreement 8002457 / DoIT 2019-021, including Parts 1, 2, and 3; and then
- b. Attachment 4 - Juvare Quote dated April 04, 2019
- c. Attachment 5 - Juvare Statement of Work dated April 29, 2019; and then
- d. Attachment 6 - ESI Acquisition, Inc. End User License Agreement

1.3. REGULATORY GOVERNMENT APPROVALS

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

1.4. CONSTRUCTION OF AGREEMENT AND TERMS

This agreement shall be constructed 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.

1.5. 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 relating hereto.

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Effective Date”).

2.1. INITIAL PERIOD

The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7. (the “Initial Period”).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

2.2. CONTRACT EXTENSION

The Term may be extended with four (4), two (2) year extensions at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term.

2.3. AUTOMATIC RENEWAL

This contract shall not automatically renew and will require full executed amendment by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval (“Renewal Period”).

2.4. NOTICE TO PROCEED

The Contractor shall commence work upon issuance of a Notice to Proceed by the State. The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of the Contractor’s obligation under the Contract.

3. COMPENSATION

3.1. CONTRACT PRICE

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. Method of payment and terms of payment are identified and more particularly described in Part 1, P-37 - Section 5: *Contract Price and/Price Limitation/Payment*, and Part 3 - Exhibit B: *Price and Payment Schedule*.

3.2. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other contractors (“State Contractors”) to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other State contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other State contractors if such delay, act, or omission is caused by or due to the fault of the Contractor.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1. THE CONTRACTOR'S CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

**NATASHA BEGANOVIC, ESQ.
ATTORNEY AT LAW, SENIOR DIRECTOR, LEGAL/CONTRACTS
235 PEACHTREE STREET NE
SUITE 2300
ATLANTA, GA 30303
TEL: 470.279.6482
EMAIL: NATASHA.BEGANOVIC@JUVARE.COM**

4.2. THE CONTRACTOR'S PROJECT MANAGER

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

4.2.2. The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 - Exhibit I: Work Plan, Section 2: *Contractor Roles and Responsibilities*. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2, IT Provisions - Section 4.2: *Contractor's Project Manager*, and in Part 2, IT Provisions - Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

- 4.2.4.** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a Contractor Project Manager meeting the requirements and terms of the Contract. Contractor Project Manager is:

**CLAY STEPHENSON
DIRECTOR, PROFESSIONAL SERVICES
235 PEACHTREE STREET NE
SUITE 2300
ATLANTA, GA 30303 TEL: 470.279.6451
EMAIL: CLAY.STEPHENSON@JUVARE.COM**

4.3. CONTRACTOR KEY PROJECT STAFF

- 4.3.1.** The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software or System Solution meeting the requirements of this Contract. The State may conduct additional reference and background checks on the Contractor's Key Project Staff at the states sole expense. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any initial background checks shall be performed in accordance with Part 2, IT Provisions - Section 4.6: *Reference and Background Checks*.
- 4.3.2.** The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in this Contract and be subject to reference and background checks

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

described in Part 2, IT Provisions - Section 4.6: *Reference and Background Checks*.

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

4.3.3.1 The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

Table 4.3.3.1: Contractor’s Key Project Staff	
Key Member(s)	Title
Curtis McDonald	Solutions Implementation Manger
Debrine Rosier	Technical Implementations Analyst
Margot Reuter	Technical Implementations Analyst
Max Wippich	Director, Customer Experience

4.4. 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:

Table 4.4: State Contract Manager
LORETTA RAZIN PURCHASING MANAGER 102 CAPITOL STREET, ROOM 102 CONCORD NH 03301 TEL: 603-271-0579 EMAIL: LORETTA.RAZIN@DAS.NH.GOV

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

4.5. STATE PROJECT SPONSOR

The State shall assign a Project Sponsor or designee who shall function as the State's representative with regard to overall project oversight. The State Project Sponsor's duties shall include the following:

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

The State Project Sponsor is:

Table 4.5: State Project Sponsor

LEIGH A. CHENEY
DIRECTOR
NH DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMISSIONERS OFFICE-EMERGENCY SERVICES UNIT
129 PLEASANT STREET, CONCORD, NH 03301
WORK (603) 271-9448
CELL (603) 573-6319
EMAIL: LEIGH.CHENEY@DHHS.NH.GOV

4.6. REFERENCE AND BACKGROUND CHECKS

For any Contractor personnel providing the Services hereunder, the Contractor agrees that, to the extent permitted by law, the Contractor shall have conducted criminal background checks of each such individual (which have been completed at the time of hire or thereafter) prior to allowing such individual to provide the Services hereunder that shall include, at a minimum, a national criminal background check consistent with the Contractor's standard practices at the time for the ten (10) year period preceding the date such check was conducted. The Contractor will not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who, as confirmed by such

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

background checks, 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 theft (excluding motor vehicle related offenses) as disclosed by such background check. The Contractor shall not be in breach of this Section based on information not disclosed pursuant to the background check requirements conducted pursuant to this Section. In complying with its obligations under this Section, the Contractor shall not be obligated to provide the results of any such background investigations to the State. The Contractor shall promote and maintain an awareness of the importance of securing the State's confidential data and information among the Contractor's employees and agents.

5. DELIVERABLES

5.1. THE CONTRACTOR'S RESPONSIBILITIES

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

5.2. DELIVERABLES AND SERVICES

5.2.1. The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 - Exhibit A: Contract Deliverables. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

5.2.2. If the Contractor is unable to complete delivery by the date specified, the Contractor must contact the using branch or agency immediately. At its sole discretion, the branch or agency may, but is not required to, accept any delivery that is delayed beyond its original delivery date. However, the branch and or agency is not required to accept a delay to the original delivery date there will be no charge for any deliveries not accepted due to delay. All deliveries are subject to inspection and receiving procedures rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment not acceptance of the delivery.

5.3. DELIVERABLE REVIEW AND ACCEPTANCE

Prior to the commencement of work on System, Software, Non-Software, or Written Deliverables, the Contractor shall provide to the State, upon request, an agenda, project plan, implementation plan, work plan, template, table of contents, or draft course curriculum and handout materials (or other appropriate materials), for Review and prior written approval by the State. The State will review and either approves the proposed

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

content for the Deliverable or not accepts it and specifies what the State requires. The finalized material will then be utilized to subsequently Review the Deliverable to ensure it has met the State's expectations and can be accepted or not accepted based on previously agreed upon criteria.

Any Deliverable furnished by the Contractor under the terms of this Contract will be subject to Acceptance. The following procedures will apply to Acceptance:

- a. The State shall provide the Contractor with (a) written notice of Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. The Contractor shall supply a written statement which identifies in reasonable detail, references to the applicable specifications, the deficiencies preventing Acceptance.
- b. The Contractor shall have five (5) business days, or such other period mutually agreed upon by the parties in writing, from the date it receives the notice of deficiencies to complete corrective actions to make the Deliverable conform in all material respects to the applicable specifications.
- c. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan.
- d. The Acceptance Date for a Deliverable shall be the date of the written notice of Acceptance of the Deliverable from the State to the Contractor.
- e. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days.
- f. If requested by the Contractor, the State shall complete the Contractor's Acceptance certificate, in a form reasonably acceptable to the State, so long as such certificate does not amend, alter or modify in any way the terms and conditions of this Contract or the obligations hereunder.
- g. If the Contractor failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require the Contractor to continue until the Deficiencies are corrected, retested, reviewed and accepted, with the option to extend the Review Period up to five (5) additional business days.
- h. If the Contractor is unable to remedy the Deficiency, then the State may declare the Contractor in default and immediately pursue its remedies at law and in equity.
- i. If the State has not responded with either its Acceptance or rejection of a Deliverable after the five (5) day review period, the Contractor will follow the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

dispute resolution as defined in Table 16: Dispute Resolution to escalate response. At no time is a Deliverable considered accepted without notification from the State.

- j. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue Reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

6. SOFTWARE

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 - Exhibit J: Software Agreement and further described in the Attachment 6 (Contractor's End User License Agreement).

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1. ADMINISTRATIVE SERVICES

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 - Exhibit D: *Administrative Services*.

7.2. IMPLEMENTATION SERVICES

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 - Exhibit E: *Implementation Services*.

7.3. TESTING SERVICES

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 - Exhibit F: *Testing Services*.

7.4. MAINTENANCE AND SUPPORT SERVICES

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 - Exhibit G: *Maintenance, Support, and Hosting Services*.

7.5. WARRANTY SERVICES

The Contractor shall provide the State with Warranty Services set forth in the Contract, and particularly described in Part 3 - Exhibit K: *Warranty & Warranty Services*.

7.6. TRAINING SERVICES

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 - Exhibit L: *Training Services*.

8. WORK PLAN DELIVERABLE

The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

- 8.1. The initial Work Plan shall be a separate Deliverable and is set forth in Part 3 - Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing.
- 8.2. Unless otherwise agreed in writing by the State, changes to the Part 3 - Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.3. In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; the estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 8.4. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis at Contractor's then current labor rates for such services.

9. CHANGE REQUEST/ORDERS(s)

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- 9.2. The Change Request/Order Contract Price is identified in Part 3 - Exhibit B Section 1.2: *Change Order Contractor Staff, Resource Hours And Rates Worksheet*
- 9.3. The Contractor may request a change within the scope of the Contract by written Change Request/Order(s), identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Request/Order(s) within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Request/Order(s) in writing. The State shall be deemed to have rejected the Change Request/Order(s) if the parties are unable to reach an Agreement in writing.
- 9.4. All Change Request/Order(s) requests from the Contractor to the State, and the State Acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either Acceptance or rejection, in writing. If accepted, the Change Request/Order (s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. SOFTWARE TITLE

- 10.1.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor and/or its third-party contractors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in the Contractor and/or its third-party contractors. The State shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall the State attempt to do any of the foregoing. The State shall not translate any of the Contractor trademarks into any other language or alphabet. Notwithstanding the foregoing, the State shall always have title to data input and output arising out of the use of the Software or System, and any computer programs developed by or for the State using output of the Software or System as input to another source, and which do not include any logic and code of the Software or System, and such shall remain the exclusive property of the the State. The State acknowledges and agrees that the Contractor may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software or System and Documentation. Notwithstanding any provision herein, nothing shall constitute a waiver of sovereign immunity, which is hereby expressly reserved to the State.
- 10.1.2. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such Software, source code, object code, modifications, reports, and Documentation developed under the Contract during the Term of this Contract and subject to the terms of this Contract.

10.1.3. In no event shall the Contractor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement.

10.1.4. The State agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of the Contractor and/or its third-party contractors. The Software source code and embodied trade secrets are not licensed to the State. The State agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and the State will not allow third parties to do so. The State may not, nor allow third parties to, modify or alter the Software in any way.

10.2. STATE'S DATA AND PROPERTY

10.2.1. All rights, title and interest in State Data shall remain with the State. All Data and any property which has been received from the State or purchased with funds provided for that purpose under the Contract, shall be the property of the State, and shall be returned, as set forth in the Contract, to the State upon written notice of a demand or upon termination of the Contract for any reason. The Contractor shall not access State user accounts or State Data, except:

- a. in the course of data center operations,
- b. in response to service or technical issues,
- c. as required by the express terms of this Contract, or
- d. at the State's written request.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

10.2.2. Contractor shall have no obligation for retaining or maintaining a copy of any such State Data or State Confidential Information or State property from the Software following the date of expiration or termination of the Contract. After returning all State Data, State Confidential Information, and/or State property, the Contractor shall be entitled, without further liability, to destroy all such Data or State Confidential Information or State property from the Software following the date of expiration or termination of this Contract.

10.3. CONTRACTOR'S MATERIALS

10.3.1. Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

10.3.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A: Access to Government Records and Meetings, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination Data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4. STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

10.5. PUBLICITY/USE OF TRADEMARKS.

Only upon prior notice and written agreement by the State, the Contractor and the State herein agree may to permit the occasional use of each other's name and logo as well as reference to this Agreement and the System installation in their respective promotional advertising, press releases and public relations efforts. All such use will be only in a manner that reflects positively upon the other party and each such use shall be subject to the prior written agreement of the parties for each instance. The Contractor may, without obtaining the State's prior written consent, place the State's name on a list of the Contractor's Licensees.

10.6. CUSTOM SOFTWARE SOURCE CODE

As of the Effective Date, no Custom Software is being purchased by the State, or licensed or to be developed by the Contractor for the State hereunder; provided, however, in the event that the State purchases Software development Services from Contractor which results in Custom Software pursuant to a mutually agreed upon Non-Software Written Deliverable setting forth such Custom Software to be owned by the State, the State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of such Custom Software. This Section does not apply to the Contractor's proprietary Software code.

10.7. SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATES INFORMATION AND CONFIDENTIALITY

11.1. USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Government Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2. STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- 11.2.1.** Subject to applicable federal or State laws and regulations, State Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the Contractor in Breach hereof;
 - b. was disclosed to the Contractor on a non-Confidential basis from a source other than the State, which the Contractor believes is not prohibited from disclosing such information as a result of an obligation in favor of the State;
 - c. is developed by the Contractor independently of, or was known by the Contractor prior to, any disclosure of such information made by the State; or
 - d. is disclosed with the written consent of the State. The Contractor also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, provided, to the extent not prohibited by law, the Contractor has first notified the State in writing as soon as is commercially reasonable of such requirement to disclose the State's otherwise Confidential Information in order to permit the State to seek confidential treatment of such information.
- 11.2.2.** Excluding disclosure of State Confidential Information pursuant to order of a court of competent jurisdiction, any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the 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.
- 11.2.3.** In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The 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: Access to Government Records and Meetings. The State shall maintain

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

the Confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the Software and/or Documentation, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the Contractor.

11.4. SURVIVAL

This Contract Agreement – Part 2 IT Provisions - Section 11, *Use of State's Information, and Confidentiality*, shall survive termination or Conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1. 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. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

12.2. CONTRACTOR

12.2.1. Subject to applicable laws and regulations, notwithstanding anything to the contrary in this Contract, in no event (i) shall the contractor be liable for any consequential, special, indirect, incidental, punitive, or exemplary losses or damages of any kind, arising out of or related to this contract, the services, the software or the performance of a breach thereof, even if the contractor has been advised of the possibility thereof; and (ii) the contractor's maximum aggregate liability to the state during any 12-month period (the first of which shall commence as of the effective date of the contract) shall in no event exceed the amounts paid by the state to contractor during the applicable 12-month period.

12.2.2. Further, in no event shall contractor be liable to customer for loss of, destruction of or damage to customer's data or records (not including breaches of confidentiality obligations).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

12.2.3. Notwithstanding the foregoing, this limitation of liability shall not apply to (a) damages resulting from the contractor's willful misconduct; (b) the Contractor's indemnification obligations set forth in the Contract Agreement – Part 1, P-37 General Provisions - Section 13: Indemnification; and (c) the contractor's Confidentiality obligations in Part 2, IT Requirements - Section 11: Use of State's Information, and Confidentiality (provided that in no event shall Contractor's aggregate liability for its breach of its obligations pursuant to Part 2, IT Requirements – Section 11 exceed \$5,000,000.00 USD).

12.3. STATE'S IMMUNITY

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 shall survive termination or Contract Conclusion.

12.4. LIMITATION PERIOD

The State agrees not to bring a legal action against the Contractor more than three (3) years after the later of the date on which the cause of action accrues or the date on which the party discovered or with reasonable investigation should have discovered the cause of action.

12.5. SURVIVAL

This Contract Agreement – Part 2, IT Provisions - Section 12: *Limitation of Liability* shall survive termination or Contract Conclusion.

13. TERMINATION

13.1. EVENT OF DEFAULT BY THE CONTRACTOR

In the Event of Default by the Contractor, any one or more of the following acts or omissions of the Contractor shall constitute an Event of Default hereunder ("Event of Default by Contractor"):

- a. Failure to meet the requirements or perform the Services satisfactorily or on Schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of this Contract.

13.2.1. REMEDIES

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice; unless otherwise indicated within by the State (“Cure Period”); and if the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination; and at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both;
- b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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;
- c. 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; Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both; and
- d. Procure Services that are the subject of the Contract from another source and the 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.

13.2. EVENT OF DEFAULT BY THE STATE

In the Event of Default by the State, any one or more of the following acts or omissions of the State shall constitute an Event of Default hereunder (“Event of Default by the State”):

- a. the breach by the State of any of its payment obligations under the Contract or any Attachments thereto, which breach has not been cured within thirty (30) days after the State has received written notice thereof; or
- b. the breach by the State of any the State’s material obligations under this Agreement or any Attachments thereto that has not been cured within thirty (30) days after the State has received written notice thereof (provided, however, that there shall be no cure period in the event of a breach by the State of its obligations

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

related to Contractor's Confidential Information, including, without limitation, intellectual property).

13.2.1. REMEDIES

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

- a. Immediately suspend the State's, and its User's, access to and use of the Services (including, without limitation Software and Support Services), without notice to the State, if any charges or fees payable to the Contractor are past due and not paid within the time frames in the Agreement or an Attachment thereto, as applicable. The State agrees that Contractor shall have no liability to the State, and the State waives any claim or action against Contractor in the event of suspension or termination of access to or use of the Services (including, without limitation Software and Support Services) for the State's failure to timely pay amounts due under the Contract. The State's payment obligations shall continue during any period of suspension pursuant to this Section; or
- b. If the State fails to cure the default within the cure period set forth above in items (a) and (b), the Contractor may terminate the Contract effective two (2) days after giving the State notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both

The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.3. TERMINATION FOR CONVENIENCE

13.3.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 - Exhibit B, Price and Payment Schedule, of the Contract.

13.3.2. During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.4. TERMINATION FOR CONFLICT OF INTEREST

13.4.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

13.4.2. The State shall pay all other Contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

13.4.3. In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.5. TERMINATION PROCEDURE

13.5.1. Upon termination of the Contract for any reason, the State, in addition to any other rights provided in the Contract, may request the Contractor to deliver to the State any property, including without limitation, State Data and State Confidential Information.

13.5.2. Upon termination of the Contract for an Event of Default by Contractor, the Contractor shall:

- a. Provide any mutually agreed upon post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) 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;
- d. 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 the Contractor and in which the State has an interest;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;
 - f. 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;
 - g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- 13.5.3. Termination of the Contract for any reason shall result in the termination of all outstanding Attachments and Services (including, without limitation, the Software licenses and rights thereto and Support Services and access thereto).
- 13.5.4. The Contractor shall deliver to the State 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.
- 13.5.5. Upon termination of the Contract for an Event of Default by the State, shall be paid any amounts owed to Contractor under the Contract or any Attachments thereto, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and travel expenses).
- 13.5.6. In the event of termination of any Service or the Contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of mutually agreed upon by the parties in writing as an amendment to the Contract and in agency specific requirements, or if no agreement is reached, then no longer than a ninety (90) calendar day period following the effective date of termination of the Contract.
- 13.5.7. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, purge and destroy all State Data in the Software or Systems or otherwise in its possession or under its control as per the data destruction Standards defined in the NIST Special Publication 800-88 Rev1:
- a. 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;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- b. The Contractor shall implement an orderly return of State Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. The Contractor shall securely dispose of all requested Data in all of its forms. Data shall be permanently destroyed and shall not be recoverable, according to National Institute of Standards and Technology (NIST SP 800-88 Rev1)-approved methods and certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that the Contractor has destroyed, returned, or surrendered to the State all said property.

13.6. OTHER TERMINATION/SUSPENSION OF SERVICES.

In addition to all other remedies to which it may be entitled hereunder, the Contractor shall have the right, without notice to the State, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach of this Agreement or any Quotes, Statements of Work and Exhibits hereto by the State or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over the State, the Contractor or its suppliers or third party service providers, or (iii) any change in law that renders the Contractor provision of the Software unlawful or otherwise non-compliant with applicable law. The State's access to the Hosting Services (including, without limitation, all access to the hosted environments and data) shall be suspended;

- a. The State shall immediately surrender to the Contractor any Internet protocol numbers, addresses or the Contractor-owned domain names assigned to the State in connection with the Hosting Services delivered hereunder;
- b. Unless other arrangements are requested by Customer within five (5) days of the effective date of termination and provided the State has paid all outstanding amounts due to the Contractor under this Agreement, the Contractor shall copy the State data to a portable storage medium and ship to the State via courier or other traceable delivery service and to the address provided hereunder as the contractual notice. the Contractor shall invoice the State, and the State shall pay such invoice, for the shipping costs for such courier or delivery service;
- c. Any and all the State data shall be purged and destroyed as per the data destruction Standards defined in the NIST Special Publication 800-88 Rev 1 upon the sooner to occur of (i) delivery confirmation that the above portable storage medium has been delivered to the State, or (ii) the State's confirmation that the portable storage medium has been received, or (ii) thirty (30) days from the effective date of termination; and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

- d. The State may request restoration of Hosting Services post-termination provided: (i) such the State has paid any outstanding, undisputed amounts due to the Contractor and (ii) pay the Contractor's then current reinstatement fee and all applicable fees for requested services including data restoration pursuant to a Quote or Statement of Work for such services executed by both parties.

13.7. SURVIVAL

This Contract Agreement – Part 2 - IT Provisions - Section 13: *Termination*, shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

- 15.1. The Contractor shall not assign any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.
- 15.2. The Contractor may subcontract services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement, including, without limitation, the provision of the Software and Support Services, hereunder. The Contractor must submit all information and Documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract and approval in writing by the State, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2, IT Provisions -. Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

Table 16: Dispute Resolution Responsibility and Schedule Table			
Level	Contractor	State of NH	Cumulative Allotted Time
Primary	Carl Brown Director, Client Support	Craig Beaulac State Project Lead	5 Business Days
First	Sam Klietz Chief Client Success Officer	Leigh Cheney Director	10 Business Days
Second	Bryan Kaplan Chief Technology Officer	David Wieters Associate Commissioner	15 Business Days
Third	Robert Watson President and Chief Executive Officer	Denis Goulet DoIT Commissioner	20 Business Days

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

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.

17. STATE STANDARDS AND PROCEDURES

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

17.1. PREVAILING PARTY

The prevailing party in any suit, or action brought by one party against the other party to enforce the terms of this Agreement, any Exhibits or Quotes or Statement of Works hereto or any rights or obligations hereunder, as permitted by law and ordered by a court of competent jurisdiction, shall be entitled to receive its reasonable costs, expenses, and attorneys' charges of bringing such suit, or action.

17.2. PATENT PROTECTION

Contractor shall, at Contractor's sole cost and expense, defend the State of New Hampshire against a third party claim that the Software provided hereunder by Contractor infringes such third party's U.S. patent or copyright (or other jurisdiction as agreed to in writing by both parties), and Contractor shall pay damages that a court finally awards to such third party to the extent based on such claims or is agreed to by Contractor in settlement of such claims, provided that (i) the State of New Hampshire provides Contractor prompt written notice of such claims, (ii) Contractor controls the defense and settlement of such claims, and (iii) the State of New Hampshire, at Contractor's expense, reasonably cooperates with Contractor in the defense and settlement of such claims. Contractor's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by the State of New Hampshire, its Users of the Software provided hereunder, agents, representatives, employees or by third parties under the State of New Hampshire's direction or control; (b) additions, changes or modifications to the Software by or on behalf of the State of New Hampshire's department licensed hereunder except for any additions, changes or modifications made by Contractor or Contractor's suppliers on Contractor's behalf; (c) incorporation of the Software or any component thereof into any other product or process; or (d) use of the Software other than as permitted by this Contract or the applicable quote or ordering document. Should the Software become, or in Contractor's opinion, be likely to become the subject of any such suit or action for infringement for which Contractor is responsible under this Section, or if the State of New Hampshire is enjoined from using the Software, Contractor shall, at Contractor's sole option and expense, (x) procure the right to continue providing the Software; (y) replace or modify such Software so that they become non-infringing and functionally equivalent; or (z) may terminate that portion of the allegedly infringing Software on written notice to the State of New Hampshire's

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

department licensed hereunder. This Section states Contractor's entire liability for infringement claims relating to the Software.

17.3. COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for Contractor's performance of its obligations under the Contract and the Attachments thereto, 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 the Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to Software or System entry/access.
- d. Software or Software shall not be installed on any State equipment.
- e. That if the Contractor is found to be in violation of any of the above-stated rules, the Authorized User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.4. EMAIL USE

Mail and other electronic communication messaging Software or 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". The Contractor understands and agrees that if use of the State's Email System is required, the Contractor shall follow State standard policy (available upon request).

17.5. INTERNET/INTRANET USE

The Contractor understands and agrees that the Internet/Intranet is to be used for onsite access to, and distribution of, information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

18. GENERAL PROVISIONS

18.1. INSURANCE CERTIFICATE

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the Contracts and his/her address.

18.2. EXHIBITS

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

18.3. VENUE AND JURISDICTION

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.4. SURVIVAL

The terms, conditions and warranties contained in the Contract that by their purpose are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of Part 1, P-37 General Provisions – Section 13: *Indemnification*; Part 2, IT Requirements - Section 10: *Intellectual Property*; Part 2, IT Requirements - Section 11: *Use of State's Information and Confidentiality*; Part 2, IT Requirements – Section 12: *Limitation of Liability*; and Part 2, IT Requirements – Section 13: *Termination*.

18.5. FORCE MAJEURE

Excluding payment obligations, neither the 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.

18.6. NOTICES

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 following addresses.

Table 18.6: Dispute Resolution Responsibility and Schedule Table	
TO CONTRACTOR:	TO STATE:
ATTN: ROBERT WATSON,	STATE OF NEW HAMPSHIRE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

PRESIDENT AND CEO	
235 PEACHTREE STREET	ADMINISTRATIVE SERVICES
SUITE 2300	25 CAPITOL STREET, ROOM 102
ATLANTA, GA 30303	CONCORD NH 03301
TEL: (470) 279-6500	TEL: (603) 271-0579

19. DATA PROTECTION

19.1. DATA PROTECTION

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

- a. The Contractor shall implement and maintain appropriate administrative, technical, physical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own of similar kind. .
- b. The Contractor shall implement and maintain appropriate administrative, technical, physical, and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. 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.
- c. Unless otherwise stipulated, the Contractor shall encrypt all Confidential Data, as defined in Exhibit K, at rest and in transit. The level of protection and Encryption for all Confidential Data, as defined in Attachment 2: DHHS Agency Requirements (DHHS Exhibits D-K), shall be identified and made a part of this Contract.
- d. Excluding as required pursuant to the terms of the Contract or any Attachments thereto, 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 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 Data collected in connection with the Services issued from this Contract for any purpose other than fulfilling the Services.

19.2. 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 OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

State data shall be restricted to information technology Software or 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.

19.3. SECURITY INCIDENT OR DATA BREACH NOTIFICATION

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 New Hampshire Cyber Integration Center (NH-CIC), as set forth in subsection (c) below, via the following contact information: .

**NEW HAMPSHIRE CYBER INTEGRATION CENTER (NH-CIC)
EMAIL: NH-CIC@DOIT.NH.GOV
PHONE: (603) 227-0087**

- c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the NH-CIC 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.

19.4. BREACH RESPONSIBILITIES

- 19.4.1. This section only applies when a Data Breach occurs with respect to personal Data within the possession or control of the Contractor.
- 19.4.2. 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. The State Identified Contact as of the Effective Date of the Contract is:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

**NEW HAMPSHIRE CYBER INTEGRATION CENTER (NH-CIC)
EMAIL: NH-CIC@DOIT.NH.GOV
PHONE: (603) 227-0087**

- 19.4.3.** 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 Service, if necessary.
- 19.4.4.** Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's Breach of its Contract obligation to encrypt Personal Data or otherwise prevent its release, the Contractor 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 \$201.00 USD per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute¹⁷ at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause;
 - f. all [(a.) through (e.)] subject to this Contract's limitation of liability.

19.5. NOTIFICATION OF LEGAL REQUESTS

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to the Data of the State. The Contractor shall not respond to subpoenas, Service of process and other legal

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

19.6. ACCESS TO SECURITY LOGS AND REPORTS

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports may include, among other requirements or formats, latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

19.7. CONTRACT 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.

19.8. DATA CENTER AUDIT

The Contractor shall have an audit of its Data centers performed by an independent auditor at least annually at its expense. A redacted version of the audit report shall be provided to the State. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. All information disclosed in such audit report shall be considered the Contractor's Confidential Information.

19.9. ADVANCE NOTICE

The Contractor shall make reasonable efforts to give advance notice (to be determined at the Contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, Software or System changes) that may impact Service availability and performance. A major upgrade is a replacement of hardware, Software or System or firmware with a newer or better version in order to bring the Software or System up to date or to improve its characteristics. It usually includes a new version number.

19.10. SECURITY

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example purposes only: virus checking and port sniffing where — the State and the Contractor shall understand each other's roles and responsibilities.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 2 – INFORMATION TECHNOLOGY PROVISIONS**

19.11. NON-DISCLOSURE AND SEPARATION OF DUTIES

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements, and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

19.12. IMPORT AND EXPORT OF DATA

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

19.13. RESPONSIBILITIES AND UPTIME GUARANTEE

The Contractor shall be responsible for the acquisition and operation of all hardware, Software or System and network support related to the Services being provided from the Data Center; provided, however, the State shall be responsible for the hardware or equipment used by its Users in accessing the Software or System and Services. The technical and professional activities required for establishing, managing and maintaining the hosted environments are the responsibilities of the Contractor. The Software or System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Services to the State all as further defined in the SLA.

19.14. RIGHT TO REMOVE INDIVIDUALS

The State shall have the right at any time to require that the Contractor remove from interaction with State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor and the Contractor will promptly respond to such requests and will make commercially reasonable efforts to accommodate such requests. The State shall provide the Contractor with notice of its requests, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

PART 3

EXHIBITS

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – TABLE OF CONTENTS**

TABLE OF CONTENTS

<i>EXHIBIT A - CONTRACT DELIVERABLES</i>	7
1. <i>GENERAL PROJECT ASSUMPTIONS</i>	7
2. <i>DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE</i>	8
<i>EXHIBIT B - PRICE AND PAYMENT SCHEDULE</i>	11
1. <i>PAYMENT SCHEDULE</i>	11
2. <i>CONTRACT PRICE</i>	14
3. <i>INVOICING</i>	15
4. <i>PAYMENT METHODS</i>	15
5. <i>OVERPAYMENTS TO THE CONTRACTOR</i>	16
6. <i>CREDITS</i>	16
7. <i>PROJECT HOLDBACK</i>	16
<i>EXHIBIT C - SPECIAL PROVISIONS</i>	17
5. <i>CONTRACT PRICE/PRICE LIMITATION/ PAYMENT</i>	17
5. <i>CONTRACT PRICE/PRICE LIMITATION/ PAYMENT</i>	18
6. <i>COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY</i>	18
7. <i>PERSONNEL</i>	19
14. <i>INSURANCE</i>	20
<i>EXHIBIT D - ADMINISTRATIVE SERVICES</i>	22
1. <i>CONTRACTOR EXPENSES</i>	22
2. <i>SHIPPING AND DELIVERY FEE EXEMPTION</i>	22
3. <i>ACCESS/COOPERATION</i>	22
4. <i>STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES</i>	22
5. <i>RECORDS RETENTION AND ACCESS REQUIREMENTS</i>	22
6. <i>ACCOUNTING REQUIREMENTS</i>	23
<i>EXHIBIT E - IMPLEMENTATION SERVICES</i>	25

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – TABLE OF CONTENTS**

1.	STATE MEETING AND REPORTS	25
2.	IMPLEMENTATION STRATEGY.....	26
	<i>EXHIBIT F - TESTING SERVICES.....</i>	<i>28</i>
1.	TESTING AND ACCEPTANCE	28
2.	TEST PLANNING AND PREPARATION.....	28
3.	UNIT TESTING.....	29
4.	INTEGRATION TESTING.....	29
5.	CONVERSION/MIGRATION VALIDATION TESTING	30
6.	INSTALLATION TESTING.....	30
7.	USER ACCEPTANCE TESTING (UAT)	30
8.	PERFORMANCE TUNING AND STRESS TESTING.....	30
9.	REGRESSION TESTING.....	31
10.	SECURITY REVIEW AND TESTING.....	32
11.	PENETRATION TESTING.....	33
12.	SYSTEM ACCEPTANCE.....	33
	<i>EXHIBIT G – MAINTENANCE, SUPPORT SERVICES, AND HOSTING SERVICES</i>	<i>35</i>
1.	MAINTENANCE.....	35
1.1.	CONTRACTOR'S RESPONSIBILITY.....	35
2.	SUPPORT.....	35
3.	UPTIME PERCENTAGE.....	40
4.	SUPPORT SERVICES.....	43
4.1.	SUPPORT SERVICES PROCEDURE	44
4.2.	SUPPORT OBLIGATIONS AND TERM.....	44
5.	HOSTED SERVICES.....	45
6.	EMERGENCY SUPPORT SERVICES	48
6.1.	THE STATE'S RESPONSIBILITIES.....	48
7.	ROUTINE SUPPORT SERVICES.....	48
8.	LIMITATION ON SUPPORT SERVICES	48
9.	PROBLEMS OR ISSUES NOT COVERED BY SUPPORT SERVICES	48

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – TABLE OF CONTENTS**

<i>EXHIBIT H - REQUIREMENTS</i>	50
<i>EXHIBIT I - WORK PLAN</i>	51
1. <i>ASSUMPTIONS</i>	51
1.1. <i>GENERAL</i>	51
1.2. <i>PROJECT MANAGEMENT</i>	51
1.3. <i>CONVERSIONS</i>	52
1.4. <i>PROJECT SCHEDULE</i>	52
1.5. <i>REPORTING</i>	52
2. <i>CONTRACTOR ROLES AND RESPONSIBILITIES</i>	53
2.1. <i>CONTRACTOR’S TEAM PROJECT EXECUTIVE</i>	53
2.2. <i>CONTRACTOR’S TEAM PROJECT MANAGER</i>	53
2.3. <i>CONTRACTOR’S TEAM ANALYSIS</i>	54
2.4. <i>CONTRACTOR’S TEAM TASKS</i>	54
3. <i>STATE ROLES AND RESPONSIBILITIES</i>	54
4. <i>SOFTWARE REQUIREMENTS</i>	57
5. <i>CONVERSIONS</i>	57
5.1. <i>CONVERSION TESTING RESPONSIBILITIES</i>	58
6. <i>INTERFACES</i>	59
6.1. <i>INTERFACE RESPONSIBILITIES</i>	60
7. <i>APPLICATION MODIFICATION</i>	61
8. <i>PRELIMINARY WORK PLAN</i>	61
<i>EXHIBIT J - SOFTWARE LICENCE AGREEMENT</i>	64
1. <i>LICENSE GRANT</i>	64
2. <i>PROTECTION OF SOFTWARE</i>	65
3. <i>OWNERSHIP AND LICENSING AUTHORITY</i>	66
4. <i>COPYING OF DOCUMENTATION</i>	66
5. <i>EXPORT CONTROLS</i>	66
6. <i>U.S. GOVERNMENT RIGHTS</i>	67
7. <i>LICENSED SOFTWARE</i>	67

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – TABLE OF CONTENTS**

<i>EXHIBIT K - WARRANTY & WARRANTY SERVICE</i>	69
1. <i>WARRANTY</i>	69
1.1. <i>SYSTEM</i>	69
1.2. <i>SOFTWARE</i>	69
1.3. <i>NON-INFRINGEMENT</i>	69
1.4. <i>VIRUSES; DESTRUCTIVE PROGRAMMING</i>	70
1.5. <i>COMPATIBILITY</i>	71
1.6. <i>CONSULTING SERVICES</i>	71
1.7. <i>PERSONNEL</i>	71
1.8. <i>BREACH OF DATA</i>	71
2. <i>CONTRACTOR WARRANTY SERVICES & REMEDY</i>	72
3. <i>WARRANTY DISCLAIMER</i>	72
4. <i>STATE WARRANTY & REMEDY</i>	73
5. <i>WARRANTY PERIOD</i>	73
<i>EXHIBIT L - TRAINING SERVICES</i>	74
1. <i>TRAINING SERVICES</i>	74
1.1. <i>CORES (RMS Volunteer Management and Health Alert Network)</i>	74
1.2. <i>EMResource EICS</i>	74
1.3. <i>EMTrack</i>	74
1.4. <i>INVENTORY/ASSET MANAGEMENT</i>	74
1.5. <i>WebEOC MAPS ADD ON AND ARCGIS EXTENSION</i>	75
2. <i>CONTRACTORS RESPONSIBILITIES</i>	75
3. <i>THE STATES RESPONSIBILITIES</i>	75
<i>EXHIBIT M - AGENCY RFP</i>	76
1. <i>AGENCY RFP WITH ADDENDUMS, BY REFERENCE</i>	76
<i>EXHIBIT N - VENDOR PROPOSAL</i>	77
1. <i>VENDOR PROPOSAL, BY REFERENCE</i>	77
<i>EXHIBIT O - CERTIFICATES AND ATTACHMENTS</i>	78
1. <i>ATTACHMENTS</i>	78

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – TABLE OF CONTENTS**

1.0 SOLUTIONS & SERVICES OVERVIEW	91
2.0 PROJECT SCOPE OVERVIEW, SCHEDULING & ENGAGEMENT.....	92
3.0 CORES PLATFORM & MODULES (RMS, HAN, BADGING, BACKGROUND CHECK)	92
4.0 EMRESOURCE BED TRACKING SOLUTION, WITH EICS MODULE	94
5.0 EMTRACK PATIENT & MULTIFUNCTIONAL TRACKING SYSTEM	95
6.0 EM INVENTORY MANAGEMENT & LOGISTICS PLATFORM	96
7.0 HEALTHCARE DASHBOARD (WEBEOC).....	97
8.0 SERVICES ENGAGEMENT & PROJECT ASSUMPTIONS.....	98
9.0 DELIVERY AND ACCEPTANCE	100
10.0 WARRANTY.....	100
11.0 INVOICING.....	100
12.0 PROJECT PRICING & BILLING MILESTONES.....	101
13.0 CONTACTS.....	101
14.0 AGREEMENT OF PARTIES	102
APPENDIX A.....	103
APPENDIX B.....	104

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

EXHIBIT A - CONTRACT DELIVERABLES

The State of New Hampshire’s Emergency Service Unit (ESU) will combine three (3) of the State’s ESU systems that track inventory, patients, and volunteer management. It is anticipated that the scope of the project will replace the current Hospital Information Management System (HIMS) currently known as “Knowledge Center” and replace the Health Alert Network (HAN) currently with Communicator NXT. The emergency management information systems for healthcare, emergency management, and critical infrastructure will become an integrated solution to be used in preparedness and response across the State of New Hampshire at a considerable cost savings. This Software will provide interoperability with each other as well as the State’s license to ESi’s WebEOC Software which will better meet the needs of the State of New Hampshire.

1. GENERAL PROJECT ASSUMPTIONS

- 1.1. The Contractor will provide project tracking tools and templates to record and manage issues, risks, change requests, requirements, decision sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and the contractor’s project managers shall review these tools and templates prior to project kickoff and determine which ones will be used for the project. Training on these tools and templates will be conducted by the vendor at the start of each phase in which they will be used.
- 1.2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, and/or agenda(s) for Review and prior approval by the State.
- 1.3. Through the Contract end date and while State’s Data is in Contractor’s possession, the Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the confidentiality of, and the integrity and reliability of the State’s Data. Security requirements are defined in Part 3 - Exhibit H: *Requirements*. The Contractor shall provide the State resources, information, and Services as described in Attachment 5 – Statement of Work on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data.
- 1.4. The Deliverables are set forth in the Schedule described below in Part 3 – Exhibit A: Section 2 – *Deliverables, Milestones, and Activities Schedule*. By conditionally 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.
- 1.5. Pricing for Deliverables is set forth in Part 3 - Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table 2.: Deliverables, Milestones, and Activities Schedule				
Major Milestone	Anticipated Date of Deployment	Major Subtasks	Use Cases that will be included as part of deployment date.	Acceptance Criteria
Project Kickoff	17-Apr-19	1. Kickoff Meeting	N/A	Kickoff Meeting Completed
WebEOC Maps & ArcGIS Extension	1-Jun-19	1. Delivery of WebEOC Maps Add-On Software License Key (and ArcGIS Extension software) 2. Completion of Remote WebEOC Maps Configuration, ArcGIS Extension, and Webinar Training	N/A	All applicable major subtasks referenced here are completed with required sign offs
EMResource	28-Jun-19	1. Kickoff	1. Bed Capacity	All applicable major subtasks referenced here are completed with required sign offs. Use Cases are limited to the referenced in this table to meet the deployment date.
		2. Requirements Gathered - Sign Off Required	2. Bed Availability	
		3. Build Solution and Complete Configuration – Sign Off Required	3. Notifications	
		4. Testing and UAT – Sign Off Required		
		5. End User and Admin Training Completed – Sign Off Required		
		6. Software Deployment and Go Live – Sign Off Required		
EMTrack	28-Jun-19	1. Kickoff	1. MCI (Mass Casualty)	All applicable major subtasks referenced here are completed with
		2. Requirements Gathered - Sign Off Required	2. Evacuations	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

		3. Build Solution and Configuration Completed – Sign Off Required		required sign offs. Use Cases are limited to two referenced in this table to meet the deployment date.
		4. Testing and UAT – Sign Off Required		
		5. End User and Admin Training Completed – Sign Off Required		
		6. Software Deployment and Go Live – Sign Off Required		
eICS	28-Jun-19	1. Kickoff	5 (Five) Incident Response Guides	All applicable major subtasks referenced here are completed with required sign offs. Use Cases are limited to 5 Incident Response Guide’s referenced in this table to meet the deployment date.
		2. Requirements Gathered - Sign Off Required		
		3. Build Solution and Configuration completed – Sign Off Required		
		4. Testing and UAT – Sign Off Required		
		5. End User and Admin Training Completed – Sign Off Required		
		6. Software Deployment and Go Live – Sign Off Required		
Inventory Management	July 24th	1. Kickoff	1. Inventory Locations / Domain Management	All applicable major subtasks referenced here are completed with required sign offs. Features are limited to the 12 referenced in this table to meet the deployment date.
		2. Requirements Gathered - Sign Off Required	2. Inventory Users	
		3. Build Solution and Configuration completed – Sign Off Required	3. Re-Order Points	
		4. Testing and UAT – Sign Off Required	4. Service Management	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 – EXHIBIT A
CONTRACT DELIVERABLES**

		5. End User and Admin Training Completed – Sign Off Required	5. Asset and Inventory Tracking	
		6. Software Deployment and Go Live – Sign Off Required	6. Product Identification	
			7. Kit Packaging Capabilities	
			8. Notifications	
			9. Item Attributes	
			10. Item Categorization	
			11. Adding / Deleting Items	
			12. Grants and Funding	
CORES	December 5 th , 2019	1. Kickoff	1. Health Alert Network (HAN)	All applicable major subtasks referenced here are completed with required sign offs. Use Cases are limited to the two referenced in this table to meet the deployment date.
		2. Requirements Gathered - Sign Off Required	2. Responder Management System (RMS)	
		3. Build Solution and Configuration completed – Sign Off Required		
		4. Testing and UAT – Sign Off Required		
		5. End User and Admin Training Completed – Sign Off Required		
		6. Software Deployment and Go Live – Sign Off Required		

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

EXHIBIT B - PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. NOT TO EXCEED

This is a Not to Exceed (NTE) with a maximum Contract value indicated in the Contract Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through the date indicated in Part 1, 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 and further defined in Attachment 4: Juvare Quote:

Table 1.: Deliverables, Milestones, and Activities Schedule		
<u>Milestone</u>	<u>Subtasks</u>	<u>Billing Event</u>
WebEOC Maps & ArcGIS Extension	Delivery of WebEOC Maps Add-On Software License Key (and ArcGIS Extension software)	100% of Software License, and first year of annual maintenance and support upon delivery.
	Completion of Remote WebEOC Maps Configuration, ArcGIS Extension, and Webinar Training	100% upon completion and acceptance.
EMResource	Kickoff	20% of professional services fees due upon completion of kickoff meeting.
	End User and Admin Training Completed	60% of professional services fees due upon completion of training, 20% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment and Go Live	20% of professional services fees due upon completion of Go Live. 80% First Year of Software Support/Hosting/Maintenance due upon Go Live.
EMTrack	Kickoff	20% of professional services fees due upon completion of kickoff meeting.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

	End User and Admin Training Completed	60% of professional services fees due upon completion of training. 20% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment and Go Live	20% of professional services fees due upon completion of Go Live. 80% First Year of Software Support/Hosting/Maintenance due upon Go Live.
eICS	Kickoff	20% of professional services fees due upon completion of kickoff meeting.
	End User and Admin Training Completed	60% of professional services fees due upon completion of training. 20% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment and Go Live	20% of professional services fees due upon completion of Go Live. 80% First Year of Software Support/Hosting/Maintenance due upon Go Live.
Inventory Management	Kickoff	20% of professional services fees due upon completion of kickoff meeting. .
	End User and Admin Training Completed	60% of professional services fees due upon completion of training. 20% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment and Go Live	20% of professional services fees due upon completion of Go Live. 80% First Year of Software Support/Hosting/Maintenance due upon Go Live.
CORES	Kickoff	20% of professional services fees due upon completion of kickoff meeting.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

	End User and Admin Training Completed	60% of professional services fees due upon completion of training. 20% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment of Integration with NH OLPC	100% First Year of Software Support/Hosting/Maintenance due upon Go Live.
	Software Deployment and Go Live	20% of professional services fees due upon completion of Go Live. 80% First Year of Software Support/Hosting/Maintenance due upon Go Live.
Healthcare Dashboard	WebEOC/Product integrations Configured and Deployed	30% of professional services fees due upon completion.
	Dashboard Configuration, Deployment and Go Live	70% of professional services fees due upon completion of Go Live. 100% First Year of Software Support/Hosting/Maintenance due upon Go Live.

1.2. CHANGE ORDER CONTRACTOR STAFF, RESOURCE HOURS AND RATES WORKSHEET

The State may make additional minor changes or revisions to the Statement of Work as defined in *Part 2 – Change Request/Order(s)*. The Change Order for Contractor Staff, Resource Hours and Rates table below shall indicate the applicable rates for individuals that will be assigned to the executable Change Request/Order.

To the extent that there is a material change in scope, and the change request/order is accepted, the Change Request/Order (s) shall be subject to the Contract amendment process, as determined to apply by the State and shall require G&C approval.

<u>Role</u>	<u>Rate/Hr USD</u>
T&M Business Analyst	\$ 185.00
T&M Consultant	\$ 185.00

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

T&M Developer	\$ 185.00
T&M Document Specialist	\$ 100.00
T&M Jr. Consultant	\$ 145.00
T&M Jr. Developer	\$ 145.00
T&M Jr. Solutions	\$ 145.00
T&M Program Manager	\$ 300.00
T&M Project Coordinator	\$ 145.00
T&M Project Manager	\$ 185.00
T&M Solutions Implementation Manager	\$ 185.00
T&M Sr. Developer	\$ 250.00
T&M Sr. Business Analyst	\$ 250.00
T&M Sr. Consultant	\$ 250.00
T&M Sr. Project Manager	\$ 250.00
T&M Sr. Solutions Implementation Manager	\$ 250.00
T&M Sr. Trainer	\$ 250.00
T&M Trainer	\$ 185.00

1.3. SERVICES PRICING WORKSHEET

Pricing must reflect the payment of maintenance through the date indicated in Part 1, P-37 General Provisions - Block 1.7. Completion Date. Price estimate should reflect the most optimistic Implementation date. Actual payments may differ from the estimate if Project start date slips or if Implementation takes longer as this will cause a shorter maintenance period.

The Contractor's quote is referenced throughout the contract document and also included as Attachment 4.

1.4. USAGE CHARGES

The Contractor shall invoice the State quarterly in arrears for all actual Fees incurred in the previous quarter based on actual usage for the "eICS Telecommunications Phone Minutes" as indicated in Attachment 6: *ESi End User License Agreement - Exhibit C Fees and Payment Schedule*.

2. CONTRACT PRICE

2.1. 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*, excluding additional Services requested by the State pursuant to Section 1.2: *Change Order Contractor Staff, Resource Hours and Rates Worksheet* above. 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.

3. INVOICING

- 3.1** 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.
- 3.2** Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the invoice within thirty (30) days of the date of the State's receipt of such invoice. Invoices will not be backdated and shall be promptly dispatched.

Table 3.2: Invoice Address

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES LEIGH A. CHENEY DIRECTOR COMMISSIONERS OFFICE-EMERGENCY SERVICES UNIT 129 PLEASANT STREET, CONCORD, NH 03301

4. PAYMENT METHODS

Contractor payments shall either be made via the US postal service, P-Card or ACH payment arrangements.

4.1. PAYMENT ADDRESS

All payments shall be sent to the following address:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

Table 4.1: Payment Address

ESi Acquisition, Inc.
235 PEACHTREE STREET NE,
SUITE 2300,
ATLANTA GA 30303

4.2.ELECTRONIC PAYMENTS

Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:

<https://www.nh.gov/treasury/state-vendors/index.htm>

5. 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 by the Contractor or written notice from the State with confirmation from the Contractor.

6. CREDITS

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

7. PROJECT HOLDBACK

- 7.1. The State shall be entitled to withhold payments, as applicable, for any month in which there is an unresolved Defective or non-performing component of the System as specified in Part 3 – Exhibit G: Maintenance & Support Services Table 2.1.2: *Deficiency Types*.
- 7.2. The holdback will be released to the Contractor when the State determines that the Defective or non-performing component of the System has been resolved.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

EXHIBIT C - SPECIAL PROVISIONS

The parties hereby agree to the following changes to the terms outlined in the P-37 General Provisions:

The parties hereby agree to modify Section 2 of the P-37 to read as follows for purposes of the Contract:

1. EMPLOYMENT OF CONTRACTOR/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 and license the Software, or both, identified, defined and more particularly described in the attached PART 3 - EXHIBIT A (*Contract Deliverables*) which is incorporated herein by reference ("Services").

The parties hereby agree to modify Section 4 to reads as follows for purposes of the Contract:

2. 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, and 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 immediately notify Contractor and the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable. The Contractor shall be entitled to terminate the provision of any Services for which funding is reduced or eliminated, including, without limitation, the provision of Support Services and the Software, upon receipt of such notice of the State, without creating any liability or indemnification obligations for such termination.

A. Section 5 of P-37 General Provisions reads as follows:

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 B 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

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.

The parties hereby agree to modify Section 5 to reads as follows for purposes of the Contract:

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 B 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.
- 5.3 (Omitted.)
- 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.

B. Section 6 of P-37 General Provisions reads as follows:

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 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 opportunity laws. In addition, the Contractor shall comply with all copyright laws applicable to the Contractor's Software.
- 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 If this Agreement is funded in any part by monies of the United States, the Contractor

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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; provided, however, all such reviews/audits shall be subject to the following additional terms and conditions: (i) such reviews/audits shall occur not more than once during any 12 month period, (ii) each review/audit shall be on days agreed to by Contractor and last no more than two (2) consecutive business days, (iii) such review/audit shall occur during Contractor's standard business hours and at a Contractor designated business location, (iv) the State will not unreasonably interfere with Contractor's normal business operations, (v) the State shall not be entitled to retain copies of any disclosed information without Contractor's prior written consent and (vi) all information disclosed during such audit shall be considered Contractor's Confidential Information.

C. Section 7 of P-37 General Provisions reads as follows:

The parties hereby agree to modify Section 7 to reads as follows for purposes of the Contract:

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. Provided that the State provides Contractor with written notice within 30 days of the date of performance of Services that fail to comply with the foregoing warranty, Contractor shall re-perform such Services in compliance with the foregoing warranty at no additional charge. The remedies in this Section shall be the State's sole and exclusive remedy, and Contractor's entire liability, for any failure of any Services to comply with the warranties in this Section.
- 7.2 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative.

D. Section 12 of P-37 General Provisions reads as follows:

The parties hereby agree to modify Section 12 to reads as follows for purposes of the Contract:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. Neither party shall assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State.

E. Section 13 of P-37 General Provisions reads as follows:

The parties hereby agree to modify Section 13 to reads as follows for purposes of the Contract:

13. INDEMNIFICATION. The Contractor shall, at its sole cost and expense, defend, the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor and Contractor shall pay for damages finally awarded by a court of competent jurisdiction for such losses provided that (i) the State provides Contractor prompt written notice of such claims, (ii) the State, at Contractor's expense, reasonably cooperates with Contractor in the defense and settlement of such claims. Contractor's obligation hereunder shall not extend to a claim to the extent such claim is based on any alleged infringement arising from any (a) infringement or contributory infringement to the extent caused in whole or in part by the State, its Users, agents, representatives, employees or by third parties under State's direction or control. 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.

F. Section 14 of P-37 General Provisions reads as follows:

The parties hereby agree to modify Section 14 to reads as follows for purposes of the Contract:

14. INSURANCE.

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

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

14.1.2 (Omitted.).

14.2 (Omitted.)

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT C
SPECIAL PROVISIONS**

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

G. Section 16 of P-37 General Provisions reads as follows:

The parties hereby agree to modify Section 16 to reads as follows for purposes of the Contract:

16. WAIVER OF BREACH. No failure by either party to enforce any provisions hereof, including, without limitation, any Event of Default by the other party shall be deemed a waiver of its rights. No express failure to enforce any provisions of this Agreement shall be deemed a waiver of the right of the non-breaching party to enforce each and all of the provisions hereof upon any further or other failure on the part of the other party.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

EXHIBIT D - ADMINISTRATIVE SERVICES

1. CONTRACTOR EXPENSES

The Contractor must assume all reasonable travel and related expenses. All labor rates will be "Fully Loaded", which are inclusive of all allowable expenses, including, but not limited to: Taxes and Travel expenses means travel, living and out of pocket expenses, meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. (including travel agent service fees and applicable internal per diems) incurred by the Contractor in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by the Contractor resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by the State to the applicable dates for performance of the relevant Services.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

3.1. As applicable, and subject to the applicable laws and regulations, 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.

3.2. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

5.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period. All such reviews/audits shall be subject to the following additional terms and conditions:

- a. such reviews/audits shall occur not more than once during any 12-month period,
 - b. each review/audit shall be on days mutually agreed to by the State and Contractor and last no more than two (2) consecutive business days,
 - c. such review/audit shall occur during Contractor's standard business hours and at a Contractor's designated business location,
 - d. the State will not unreasonably interfere with Contractor's normal business operations,
 - e. the State shall not be entitled to retain copies of any disclosed information without Contractor's prior written consent (which may be withheld at Contractor's discretion), and
 - f. all information disclosed during such audit shall be considered Contractor's Confidential Information.
- 5.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period.
- 5.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's Review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

The 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT D
ADMINISTRATIVE SERVICES**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

EXHIBIT E - IMPLEMENTATION SERVICES

1. STATE MEETING AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

- 1.1. The Contractor Key Project Staff shall make commercially reasonable efforts to participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract:
 - a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on Schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
 - d. **Work Plan:** Must be Reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
 - e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
 - f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- 1.2. The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.
- 1.3. The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State, which shall not be unreasonably withheld or delayed. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities;
- f. Issues and concerns requiring resolution; and
- g. Report and remedies in case of falling behind Schedule.

- 1.4. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1. KEY COMPONENTS

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

- a. The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- b. The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- c. 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.
- d. The Contractor shall adopt an Implementation time-line aligned with the State's required time-line.

2.2. TIMELINE

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized,

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES**

and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3. CHANGE MANAGEMENT AND TRAINING

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. The parties recognize that the Contractor's change management and training services approach relies on State resources for the execution of the change management and end user training.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

EXHIBIT F - TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Part 3 - Exhibit F: *Testing Services*, including, but not limited to:

1. TESTING AND ACCEPTANCE

- 1.1. The Contractor shall bear all responsibilities for the development and documentation of the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of supporting the testing contained in the Acceptance Test Plan, at no additional cost, during User Acceptance Test (UAT) conducted by the State and the Contractor shall be responsible for the testing of the training materials.
- 1.2. The Test Plan methodology shall (i) be mutually agreed upon, (ii) reflect the needs of the Project, and (iii) be included in the finalized Work Plan. As required, a separate Test Plan and set of test materials will be prepared for each Software function or module.
- 1.3. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the Software as a whole (e.g., Software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and Software preparation for testing, and execution of Unit Tests, Software Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during UAT and Implementation.
- 1.4. In addition, the State and the Contractor shall work together to create provide a mechanism for reporting actual test results versus expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and provide the State with support required for any re-testing.

2. TEST PLANNING AND PREPARATION

- 2.1. The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test scenarios, test cases, test Data, test phases, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.
- 2.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

executed all prerequisite Contractor's testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test Data, and expected results.

- 2.3. The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the Software is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor shall assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost and as part of the Services the State will pay to the Contractor.
- 2.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

3. UNIT TESTING

If applicable, during Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

- 3.1. The Contractor developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

4. INTEGRATION TESTING

If applicable, the new Software is tested in integration with other application systems (legacy and service providers) in a production-like environment. Integration Testing validates the integration between the individual unit application modules and verifies that the new Software meets the defined requirements and supports execution of interfaces and business processes. The Software Integration Test is performed in a test environment.

- 4.1. Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces specified in the SOW. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

external parties, and includes the transmission or printing of all electronic and paper documents.

5. CONVERSION/MIGRATION VALIDATION TESTING

If applicable, the conversion validation test should replicate the entire flow of the converted Data through the Software. As the Software is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted Data through these interface points performs correctly. During conversions and interfaces, the Contractor will execute the applicable validation tests and compare execution results with the documented expected results, extract and cleanse data.

6. INSTALLATION TESTING

If applicable, the Installation Test verifies that the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

7. USER ACCEPTANCE TESTING (UAT)

7.1. If applicable, the User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. UAT verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes. UAT begins upon completion of the Software or System configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

7.2. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

7.3. Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

8. PERFORMANCE TUNING AND STRESS TESTING

If applicable, the Contractor shall develop and document hardware and Software configuration and tuning of the Software or System infrastructure.

8.1. SCOPE

- a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

- b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.
- c. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production Database to provide the best results.

8.2. TEST TYPES

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

- a. **Baseline Tests:** Baseline tests shall collect performance Data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.
- b. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

8.3. TUNING

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

9. REGRESSION TESTING

If applicable, as a result of the UAT activities, problems errors or failures in the Software may be identified that require correction to be performed by the Contractor to ensure the Software meets the Specifications of the Software as set forth in the Documentation. If applicable, the State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities, including Regression Testing, in response to the State and/or its user's problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified Software and related System components still meet their specified requirements.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

9.1. In designing and conducting such Regression Testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Contractor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

9.1.1. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

9.1.2. The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

9.1.3. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

- a. Validate that the change/update has been properly incorporated into the program; and
- b. Validate that there has been no unintended change to the other portions of the program.

9.1.4. The Contractor will be expected to:

- a. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly;
- b. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and
- c. Manage the entire cyclic process.

9.1.5. The Contractor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the State's Authorized Users for retesting.

10. SECURITY REVIEW AND TESTING

If applicable, the IT Security review and test involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

- 10.1. All components of the Software shall be Reviewed and tested to ensure they protect the State's Data. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.
- 10.2. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide copies of its then existing certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) upon written request from the State; all such certifications or scan and test reports shall be considered Contractor's Confidential Information and subject to confidentiality obligations pursuant to the terms of the Agreement or if none, then a written agreement protecting such certifications and reports will be required before release of any such certification or report.
- 10.3. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

11. PENETRATION TESTING

If applicable, in a Non PCI Environment, the Contractor shall provide Certification that their Software and hosted environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment) and after every major release.

- 11.1. Exploitable vulnerabilities found during penetration testing shall be corrected by the Contractor and testing is repeated to verify the corrections. If segmentation is used to isolate the CDE from other networks, Contractor, or its qualified Contractor, shall perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operation and effective, and isolate all out-of-scope Systems from in-scope Systems.

12. SYSTEM ACCEPTANCE

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT F
TESTING SERVICES**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

EXHIBIT G – MAINTENANCE, SUPPORT SERVICES, AND HOSTING SERVICES

1. MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the Contract end date. The remedies set forth in this Exhibit constitute the State's sole and exclusive remedies and Contractor's entire liability for any failure of Contractor to comply with the response time and uptime objectives set forth in this Exhibit.

1.1. CONTRACTOR'S RESPONSIBILITY

The Contractor shall maintain the System in all material respects in accordance with the Contract and as described in the applicable program Documentation through the Contract end date. The Contractor will not be responsible for maintenance or support for software developed or modified by the State.

1.1.1. MAINTENANCE RELEASES

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation for the Software that are generally offered to its customers, at no additional cost.

1.1.2. STANDARD AGREEMENT

The State will adopt the Contractor's standard maintenance terms modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

2. SUPPORT

2.1. CONTRACTOR'S RESPONSIBILITY

2.1.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including, without limitation, the requirements, terms, and conditions contained herein.

2.1.2. Issues with the Software reported by the State to the Juvare Support Center as provided below will be assigned "Severity" levels mutually by both parties.

2.1.3. All Severity 1, 2, and 3 issues must be reported by the State to Juvare Support Center by telephone at the appropriate numbers published to the State as part of

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

the Juvare published escalation procedures. All other Errors can be reported via telephone or by email as provided in such published escalation procedures.

- 2.1.4. Software Support, including all new Updates, shall be responded to according to the following response time objectives:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

Table 2.1.5: Severity Levels – Response Times		
Severity Level	Initial Response Objective	Follow up Response Objective
Severity 1	Acknowledgement within one (1) hour of receiving Notification.	Delivery by the Contractor of a patch, workaround, or temporary fix to the State within one (1) business day. Delivery by the Contractor of the object code fix or other permanent fix and revised documentation to the State within ten (10) business days.
Severity 2	Acknowledgement within four (4) hours of receiving Notification.	Delivery by the Contractor of a patch, workaround, or temporary fix to the State within three (3) business days. Delivery by the Contractor of the object code fix or other permanent fix and revised documentation to the State within twenty (20) business days.
Severity 3	Acknowledgement within eight (8) hours of receiving Notification during Standard Business Hours.	Delivery by the Contractor of a patch, workaround, or temporary fix to the State within 10 business days. Delivery by the Contractor of the object code fix or other permanent fix and revised documentation to the State within forty-five (45) business days.
Severity 4	Acknowledgement within three (3) business days of receiving Notification during Standard Business Hours.	Delivery by the Contractor of a patch, workaround, or temporary fix to the State within 30 business days. Delivery by the Contractor of the object code fix or other permanent fix and revised documentation to the State as appropriate.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

Table 2.1.6: Severity Level Types		
Level	Type	Description
Severity 1	Critical Systems Outage	The State has lost use of the Vendor's Hosted Services or Software, or use of the Vendor's Hosted Services or Software is materially and severely impaired.
Severity 2	Critical System Degradation	An intermittent interruption in or loss of the State use of the Contractor's Hosted Services or Software, or significantly diminished Software functionality (i.e. results in or is likely to result in more than a 10% productivity loss).
Severity 3	Minor System Degradation	Minor loss of Contractor's Hosted Services or Software functionality (i.e. results in or is likely to result in inability to use certain non-essential functions of the Software).
Severity 4	Minor System Degradation	All other errors not classified as Severity 1, 2, or 3 where there is limited impact on the Contractor's Hosted Services or Software functionality.

- 2.2. Errors that do not arise to the level of one of the Severity Levels defined above shall be addressed and resolved as mutually agreed upon by both parties. "Error" shall mean a failure of the Contractor Hosted Services or Software to perform in accordance with the Contract, Statement of Work, Quote, Documentation and specifications applicable thereto in all material respects. Errors may be "resolved" using reasonable temporary workarounds, provided any loss of functionality resulting from such workaround will be

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

subject to other applicable severity level classifications. The State is not entitled to reject or refuse a reasonable workaround or fix provided by the Contractor to resolve and issue.

- 2.3.** “Notification” shall mean the receipt of a telephone report by the Contractor’s Support Center from the State (meaning the State speaks with the Support Center) at the then current telephone numbers (and applicable Support Center escalation procedures) for the Contractor’s Support Center as provided by the Contractor. Failure to follow the Contractor’s published contact information (and applicable Support Center escalation procedures, including the State escalating such matters where matters are not being resolved in a timely manner) for the Contractor’s Support Center shall void the response time objectives and obligations of the Contractor set forth in this Part 3 Exhibit G: Maintenance, Support Services, and Hosting Services. The “initial response objective” shall be deemed satisfied where the initial response to a Notification is provided to the State by the Contractor’s Support Center during the State’s call providing the applicable Notification.
- 2.4.** The Contractor will not be responsible for any Errors, delays or issues related to or caused by:
- a. negligence or fault by the State or the State’s employees, (sub)contractors, affiliates, or agents when using or accessing the Software or Hosted Services, or Juvare Cloud,
 - b. any version of the Software other than those for which the Contractor is obligated to provide Support Services (as defined in the Contract),
 - c. failure to implement or utilize any work-around/error corrections provided or made available by the Contractor (The State’s obligation to implement such work-around/error corrections shall include the implementation of more recently released, generally available versions or releases of the Software made available to the State through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software),
 - d. related to (or a change in) services providers related to the State’s access to or use of the Software or the Contractor’s Hosted Services,
 - e. any equipment, hardware or software outside the Contractor’s data center or hosting center, including, without limitation, the State equipment, hardware, and software,
 - f. the State’s provision/use of corrupted data to the Software or the Contractor’s Software or the Contractor’s Hosted Services,
 - g. the State’s failure to use the Contractor’s Hosted Services or Software in compliance with the Contract, Documentation, Exhibit, Statement of Work and Quote (including requirements of usage set forth in any applicable specifications therein),

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- h. any change, modification, or addition by the State to the State's environment, the Contractor's Hosted Services (including, without limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Contractor's Hosted Services is dependent) not previously approved in writing by Contractor pursuant to the Contractor's then current change control procedures for changes to the State's environment or data that may impact the State's usage of the Software or the Contractor's Hosted Services.

3. UPTIME PERCENTAGE

3.1. This Uptime Percentage (as provided below) pursuant to this Section will only be in effect at times that the State is then in compliance with all obligations under the Contract, including, without limitation, all correctly invoiced payments due from the State under the Contract are current and not in default. The Uptime Percentage shall not apply to (and Contractor shall not be responsible for Downtime caused by):

- a. The State's inability to use services or third-party software not installed/incorporated into the Software or the Juvare Cloud;
- b. loss of connectivity or ability to integrate with third-party software or services utilized with or that integrate with the Software;
- c. downtime for which Contractor is not responsible as provided in this Exhibit; or
- d. time where the State is not making productive use of the Software.

3.2. For purposes of this Exhibit:

- 3.2.1. "Downtime" shall mean that the State is completely unable to utilize the Software for accessing, submitting and utilizing data excluding scheduled and emergency maintenance.
- 3.2.2. "Full Productive Use Environment" means use of the Software by the State in a live production environment following the completion of the installation of all Software licenses applicable consistent with the Documentation, the applicable Exhibits, Statements of Work and/or Quotes, and the specifications applicable thereto (or upgrade or addition) and after all user licenses authorized for use with such System have been activated.
- 3.2.3. "Measurement Period" shall mean each consecutive 1-month period the Software is subject to the Uptime Percentage.
- 3.2.4. "Operating Hours" shall mean all hours during each Measurement Period.
- 3.2.5. "Uptime" shall mean all times during the Total Operating Hours that the Software is not experiencing Downtime excluding scheduled and emergency maintenance.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- 3.2.6.** “Uptime Percentage” shall mean the Uptime divided by the Total Operating Hours.
- 3.2.7.** “Uptime Percentage Objective” means as provided in Section 3 below.
- 3.2.8.** “Total Operating Hours” shall mean the aggregate Operating Hours during the applicable Measurement Period.
- 3.3.** Subject to all terms and conditions of this Contract, Contractor shall maintain an aggregate “Uptime Percentage” of 99.5% of the Total Operating Hours for each Measurement Period for the Software (the “Uptime Percentage Objective”). Contractor will calculate the Downtime and Operating Hours for each Measurement Period. Upon request, Contractor shall provide the State a report regarding the final Uptime Percentage for each applicable Measurement Period.
- 3.4.** Downtime will commence upon receipt by Contractor’s Support Center from the State of a Notification (as provided above) of an Error as set forth herein. Downtime will conclude/end when the Error reported by the State to the Contractor’s Support Center has been resolved or a temporary workaround has otherwise been provided so that the Software is no longer experiencing the Downtime event; provided, however, that where such workaround resolves some, but the Software is still experiencing Downtime, such Downtime incident will continue to accrue as provided in this Exhibit. Contractor’s obligation to restore the Software for the State’s ability to access, submit and use the data within the Software as described above is subject to the State’s timely compliance with all the State responsibilities as set forth herein or otherwise set forth in the specifications applicable to the Exhibits, Statements of Work, or Quotes for the Software.
- 3.5.** Downtime for the Software shall be counted against the aggregate Uptime Percentage set forth above during the Measurement Period. The first Measurement Period (and Contractor’s obligations pursuant to Section B of this Exhibit) for the Uptime Percentage shall commence (“SLA Commencement Date”) on the sooner to occur of:
- a.** On the first day of the calendar month immediately following the date the Software has operated without Error for 60 consecutive days in a “Full Productive Use Environment” following the installation for such Software.
 - b.** The first day of the calendar month following the 90th day immediately following the State’s first use of the Software in a Full Productive Use Environment.
 - c.** Where the Software or Juvare Cloud is the subject of an installation of new Software, Software upgrade/customization, or addition of new Software licenses or additional User licenses, the Uptime Percentage (the SLA Commencement Date) for such Software shall be suspended and shall then re-commence on the sooner to occur of:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- i. on the first day of the calendar month immediately following the date the use of such items with the Software has operated without Error for 60 consecutive days in a "Full Productive Use Environment," or
 - ii. the 90th day immediately following the State's first use of such items with the Software in a Full Productive Use Environment after installation of such items has been completed as determined by Contractor.
- 3.6. For each complete Measurement Period that the Software fails to satisfy the applicable System Uptime Percentage of 99.5% when measured against the Total Operating Hours for the Measurement Period for such Software as set forth above, upon the State's request, Contractor will extend the Term of the Contract for one hour for each complete hour of Downtime for such Software in excess of 0.5% of the "Total Operating Hours" during such Measurement Period.
- 3.7. Contractor will not be responsible for any Downtime (and the following shall not be considered Downtime), delays, errors or issues caused by
 - a. Support Services scheduled to occur during Operating Hours, provided that Contractor shall provide prior reasonable communication through Support Services standard means of communications of such scheduled Support Services,
 - b. any change, modification or addition the State's technology environment (including, without limitation, changes to the data, hardware, networks, software, or systems that interface with or on which the Systems are dependent) not previously approved by Contractor pursuant to Contractor then current change notification procedures,
 - c. related to (or a change in) the State's telecommunications, MPLS, or internet services providers,
 - d. related to (or a change in) Contractor's third party services providers,
 - e. a denial of services from the Internet that is based on issues or failures outside the control of Contractor,
 - f. deactivation, suspension, or termination of the Contract, the Juvare Cloud or use of the Software license pursuant to the Contract,
 - g. occurs when the State is not making productive use of the Software or Juvare Cloud, or is outside the State's normal operating hours,
 - h. results from or is caused by emergency maintenance to the Software or Juvare Cloud (including installing operating system or firmware updates identified by the applicable third party providers to remediate security issues for which urgent correction is required),

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- i. the State’s failure to promptly implement Error corrections or any reasonable work-around provided or made available by Contractor (including, without limitation and applicable at all times, implementation of more recently released, generally available versions, or releases of the Software made available to the State through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software),
- j. a force majeure event or act of God.

4. SUPPORT SERVICES

State shall receive Support Services for the Software as described below in Table 4: Support Services

Table 4: Description of Support Services	
Level	Description
Telephone Assistance	The State Support Contact (as defined below) may contact the Contractor’s Support department for telephone assistance to seek advice relating to the use of Hosted Services and/or to identify and work to provide a “workaround” for Software problems, if available. Telephone assistance for non-Emergency Support Services shall be available during Standard Business Hours.
Problem Assistance	The State may submit problem assistance requests for Software assistance via the published the Contractor’s support escalation procedures. The Contractor will notify the State if any request is beyond the scope of this Contract and is, therefore, subject to additional charges. Requests for problem assistance for non-Emergency Support Services shall be available during Standard Business Hours.
Software Update	The Contractor will update the Software as such updates and future versions of the applicable Software are made generally available to other Contractor licensees receiving Support Services at no additional charge. Any training required by the State related to such Software Updates and subsequent versions of the Software are provided for an additional charge. The Contractor shall provide the State with Software

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

	<p>Updates to the Software as such Software Updates become available. Software Updates may include correction releases (i.e. patches provided to correct software anomalies), point releases (i.e. modifications to current generation of software including enhancement and improvements), and level releases (i.e. new releases or new generation of software), but shall not include new products, modules or plug-ins released commercially by the Contractor as independently priced items. For Modules, Contractor shall provide the State any Software Updates released by Contractor to correct errors affecting the operation of the Module, whether such error is caused by the Module itself or by an error in the Software, and any Software Updates required to maintain compatibility with the Software. Contractor shall not provide for any enhancements to the Module.</p>
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4.1. SUPPORT SERVICES PROCEDURE

To obtain Support Services or telephone or problem assistance, the State's designated Support Contact (who has completed the training as required below) may contact Contractor's Support Center as per Contractor's published support procedures. Such support procedures include contacting Contractor's Support Center via telephone, email and, when required, remote session support during Business Hours and outside of Business Hours.

4.2. SUPPORT OBLIGATIONS AND TERM

- 4.2.1. The Contractor shall repair or replace, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including, but not limited to, the Support and Maintenance Requirements in Part 3 - Exhibit H: *Requirements*.
- 4.2.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- 4.2.3. For all maintenance service calls, the Contractor shall ensure the following information will be collected and maintained:
 - a. Nature of the Deficiency;
 - b. Current status of the Deficiency;
 - c. Action plans, dates, and times;
 - d. Expected and actual completion time;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number (i.e. work order number); and
 - h. Issue Identified by.
- 4.2.4. The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- a. Mean time between reported Deficiencies with the Software;
 - b. Diagnosis of the root cause of the problem; and
 - c. Identification of repeat calls or repeat Software problems.
- 4.2.5. 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 upon written notice to Contractor and upon the State returning all product and services to the Contractor, to pursue the remedies in Part 2, IT Requirements - Section 13: *Termination*, including, without limitation, the State receiving a refund for all unused amounts, on a prorated basis to the effective date of termination, 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.
- 4.2.6. 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 in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

5. HOSTED SERVICES

5.1. THE CONTRACTOR'S OBLIGATIONS

- 5.1.1. The Contractor, acting as an Application Service Provider, shall provide Hosting Services to the State according to the provisions set forth in the Contract. The Contractor shall notify the State promptly upon creation of Hosting Services account and provide the State with all information required to access such account. The Contractor, at its sole discretion, may provide and maintain such Hosted System and/or deliver such Hosted Services internally or through a qualified subcontractor.
- 5.1.2. The Contractor shall provide and maintain the facilities, hardware, and networking components in order to operate a high-availability, shared ASP Environment for the benefit of the State known as the "Juvare Cloud."

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- 5.1.3. The Contractor shall perform, following notice to the State, scheduled updates of the Juvare Cloud as the Contractor determines. Such updates shall be scheduled to enable the simultaneous update to all of the Contractor-hosted customers.
- 5.1.4. The Contractor shall perform, as needed, emergency security updates to the Hosted System to protect the Juvare Cloud from newly identified and widespread threats. The State must be notified within two hours of such event.
- 5.1.5. The Contractor shall provide and maintain a redundant Juvare Cloud at a location that is geographically separated from its primary Juvare Cloud to ensure continuity of Software access and operation in the event of any unforeseen outage, disaster or other event that may interrupt service at the primary location. Failover to the redundant Juvare Cloud is a manual process and service will be activated by the Contractor immediately upon notification of malfunction, unavailability or failure of primary Juvare Cloud.
- 5.1.6. The Contractor will notify (via the Contractor's Support Center) the State no less than twenty-four (24) hours of any planned service outages, i.e., for the purpose of performing Software updates or testing, or other inability to perform the services outlined in this Contract.
- 5.1.7. The Contractor shall schedule, perform and maintain a duplicate ("backup") record of the State's data. The Contractor shall perform (SQL) transaction log backup to disk, daily full backup to tape, and weekly full backup of data to a central data library with no impact to the department. Data backups are limited to (SQL) database server files. Data backups shall be retained on-site for two weeks and off-site for two additional weeks.
- 5.1.8. In addition to the Support Services pursuant to the Contract, the Contractor shall provide the State with Support Services for the Hosting Services which include assistance with problems related to Juvare Cloud, data access, Hosted System access, or similar problems. Such Support Services for the Hosting Services may be accessible to the State via the same contact information provided to the State for Support Services.

5.2. THE STATE'S OBLIGATIONS

- 5.2.1. The State shall maintain, at the State's expense, a secure high-speed internet connection through which to access the hosted Software.
- 5.2.2. The State shall appoint a designated point of contact and two alternate points of contact for its interactions with the Contractor. The State shall provide the Contractor with the name, job title, physical address, telephone number, facsimile number and electronic mail address for each of the contact persons. The State shall keep such contact information up-to-date and promptly notify the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

Contract, in writing via electronic mail, of any changes. The State point of contacts are outlined in Part 2, IT Requirements - Section 16: Dispute Resolution

- 5.2.3. The State shall use reasonable security precautions in connection with the use of Services provided under this Contract.
- 5.2.4. The State is responsible for any and all use and access to the Hosted System and Hosting Services by its employees, agents, contractors and permitted users of the Software and Hosting Services.
- 5.2.5. The State shall make best efforts to notify the Contractor in writing, via electronic mail or facsimile, of any planned non-emergency use of its Software, such as the occurrence of training sessions, drills and exercises, to aid the Contractor with the planning of any scheduled outages.
- 5.2.6. The State shall promptly notify the Contractor's Support Center contact of any identified Hosting Services outage that impairs access to its Software so that the Contractor may manually activate the redundant Juvare Cloud and immediately commence work to restore service to the primary Juvare Cloud.
- 5.2.7. The State shall not conduct any load testing, performance testing or any other test of the Hosted System which may degrade performance or limit or adversely impact availability of the Juvare Cloud for other customers.

5.3. LIMITATIONS ON USE OF HOSTED SERVICES

- 5.3.1. Access to the Hosted System may not be rented, leased, sold, sub-leased, assigned or otherwise transferred for value or for no value by the State to any third party.
- 5.3.2. Hosted System and Hosting Services are provided to support the Software which is an information management tool. Hosting Services are not guaranteed to be fault-tolerant or to provide fail-safe performance. Hosting Services are not appropriate for use in ultra-hazardous environments where failure of the Hosted System or the Juvare Cloud may lead to bodily injury, death or destruction of property.
- 5.3.3. Installation of software applications in the Juvare Cloud is limited to the Software licensed to the State by the Contractor and Software supplied by the Contractor either as a component of the Hosted System or to support delivery of Hosting Services.
- 5.3.4. The Contractor shall only be responsible for performance of components of the Hosted System and Services under its control. The Contractor shall not be responsible for performance deficiencies caused by processes, hardware and software beyond its control including, but not limited to, information

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

transmission delays due to excessive internet traffic, internet outages, or failure of the State to perform its obligations under this Contract.

- 5.3.5. The warranties set forth in the Contract shall be void solely for any breach or failure caused by unauthorized use, improper use or modification to Software made by the State or its authorized users.

6. EMERGENCY SUPPORT SERVICES

Emergency Support Services shall be available 24 hours per day, 365 days per year as per the Contractor's escalation support procedures. Emergency telephone support includes any assistance needed by the State while Software is in use operationally, whether for actual incidents or exercises, except that assistance with GIS interfaces, mapping or products, which is licensed by a third-party vendor is available only during regular business hours. Emergency Support Services may be accessed by calling the on-call technician at (877) 771-0911 (subject to updates and changes by the Contractor).

6.1. THE STATE'S RESPONSIBILITIES

The State agrees to limit its requests for after Standard Business Hours Support Services to occasions when the problem related to the Software is critical to the State's operation and cannot wait to be addressed until Standard Business Hours on the next succeeding business day

7. ROUTINE SUPPORT SERVICES

"Routine" Support Services includes assistance with the use and configuration of the software; assistance with identification and resolution of errors or defects assistance with application and use of new releases; and access to best practices, community-use status boards, "help" resources and other content made available through <https://www.juware.com/customers/technical-support>, a "licensee only" web forum.

7.1. THE STATE'S RESPONSIBILITIES

The State may access Support Services by calling the Support Center via (877) 771-0911 or by electronic mail at support@juware.com (subject to updates and changes by Contractor).

8. LIMITATION ON SUPPORT SERVICES

The Contractor will provide Support Services only the current version of any Software. The State is obligated to implement all updates, updates and error corrections provided by the Contractor.

9. PROBLEMS OR ISSUES NOT COVERED BY SUPPORT SERVICES

The following issues/problems, and all issues or problems caused by the following, are not covered by Support Services:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT G
MAINTENANCE, SUPPORT, AND HOSTING SERVICES**

- a. Alterations to the Software not authorized by the Contractor;
- b. Unless otherwise agreed in an Exhibit, Quote or Statement of Work hereto, customizations to the Software from consulting or professional services provided by the Contractor, including applications design or recommendations by the State;
- c. Software problems created by the State negligence or fault or failure to comply with any specifications, policies, procedures or requirements for use of the Software, including, without limitation.
- d. Software problems caused by or related to a change in the State's service provider or internet access provider. Without limiting the generality of the foregoing, no reconfiguration of the Software due to a change in a service provider is covered under Support Services. The State should notify the Contractor prior to changing its service provider to enable the Contractor to provide configuration specifications to the new service provider. Any programming and configuration changes will be charged to the State at the then-current Contractor's daily/hourly rates for such reconfiguration services;
- e. Software problems that do not impair or affect the operation of the Software;
- f. Assistance with third party products; Training; Installation of plug-ins, boards or modules; API support; Board building; and
- g. The State's failure to allow for the prompt implementation of Error corrections, Software updates, or any work-around provided or made available by the Contractor (including, without limitation and applicable at all times, implementation of more recently released, generally available versions or releases of the Software made available through Support Services that contain corrections to the relevant Error or where such Error does not occur when using such more recently released version or release of the Software).

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT H
REQUIREMENTS

EXHIBIT H - REQUIREMENTS

ATTACHMENT 1: IT Project Requirements is hereby incorporated within.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

EXHIBIT I - WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within ten (10) business days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the Software. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

In conjunction with the Contractor's Project Management methodology, which shall be used by the Contractor to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, and task dependencies required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall utilize an agreed upon project management software tool to support the ongoing management of the Project.

1. ASSUMPTIONS

1.1. GENERAL

- a. The State shall provide team members with decision-making authority to support the Implementation efforts.
- b. All State tasks must be performed in accordance with the revised Work Plan.
- c. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- d. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Request process.

1.2. PROJECT MANAGEMENT

- a. The parties shall mutually agree on the Project Management methodology used for the Project.
- b. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- c. A Project folder created within the State systems shall be used for centralized storage and retrieval of Project documents, work products, and other material and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The State's Project Manager will setup, establish and maintain this folder. The State Project Manager shall approve access for the Project Team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State system.

- d. Both parties assume that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager of each party but will attempt to keep the need and use of an Alternate Project Manager to a minimum.

1.3. CONVERSIONS

The Contractor Team's Statement of Work (SOW) and Quote are based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications. Additionally, the Contractor's Team shall:

- a. Provide the State with Contractor's application Data requirements and examples, of Data mappings, conversion scripts, and Data loaders. The Contractor's Team shall identify the APIs the State may use in the design and development of the conversion.
- b. Provide guidance and assistance with the use of the Data loaders and conversion scripts provided.
- c. Lead the Review of functional and technical Specifications.
- d. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

1.4. PROJECT SCHEDULE

Deployment is planned to begin within 30 days of a signed effective contract.

1.5. REPORTING

The Contractor shall conduct, as requested by the State of New Hampshire, status meetings, and provide reports that may include, but are not limited to, minutes, action items, test results, and Documentation.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. CONTRACTOR'S TEAM PROJECT EXECUTIVE

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project Manager on the best practices for implementing the Software solution within the State's System. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2.2. CONTRACTOR'S TEAM PROJECT MANAGER

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor's Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide progress reports to the State Project Manager upon request;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Request approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

- m. Manage handoff to the Contractor operational staff; and
- n. Manage Transition Services as needed.

2.3. CONTRACTOR'S TEAM ANALYSIS

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping as follows:

- a. Construct and confirm application test case scenarios;
- b. Produce application configuration definitions and configure the applications;
- c. Conduct testing of the configured application;
- d. Produce functional Specifications for extensions, conversions, and interfaces, as applicable;
- e. Assist the State in the testing of extensions, conversions, and interfaces, as applicable;
- f. Assist the State in execution of the State's Acceptance Test;
- g. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- h. Assist with the correction of configuration problems identified during System, integration and Acceptance Testing; and
- i. Assist with the transition to production.

2.4. CONTRACTOR'S TEAM TASKS

The Contractor team shall assume the following tasks:

- a. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- b. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- c. Development and Documentation of installation procedures;
- d. Unit testing of conversions and interfaces developed, if any; and
- e. System Integration Testing.

3. STATE ROLES AND RESPONSIBILITIES

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

3.1. STATE PROJECT MANAGER

The State Project Manager shall work side-by-side with the Contractor's Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- a. Plan and conduct a kick-off meeting with assistance from the Contractor's team;
- b. Assist the Contractor's Project Manager in the development of a detailed Work Plan;
- c. Identify and secure the State Project Team members in accordance with the Work Plan;
- d. Define roles and responsibilities of all State Project Team members assigned to the Project;
- e. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- f. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- g. Inform the Contractor's Project Manager of any urgent issues if and when they arise;
- h. Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;
- i. Manage handoff to State operational staff; and
- j. Manage State staff during Transition Services as needed.

3.2. STATE SUBJECT MATTER EXPERT(S) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- a. Be the key user and contact for their Agency or Department;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

- b. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- c. Assist in validating and documenting Authorized User requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in constructing test scripts and Data;
- f. Assist in System Integration, and Acceptance Testing;
- g. Assist in performing conversion and integration testing and Data Verification;
- h. Attend Project meetings when requested; and
- i. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

3.3. STATE TECHNICAL LEAD AND ARCHITECT

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- a. Attend technical training as necessary to support the Project;
- b. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;
- c. Manage the day-to-day activities of the State's technical resources assigned to the Project;
- d. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- e. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project (this is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State); and
- f. Represent the technical efforts of the State at Project meetings upon request.

3.4. STATE TESTING ADMINISTRATOR

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- a. Coordinating the development of System, integration, performance, and Acceptance Test plans;
- b. Coordinating System, integration, performance, and Acceptance Tests;
- c. Chairing test Review meetings;

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

- d. Coordinating the State's team and external third parties' involvement in testing;
- e. Ensuring that proposed process changes are considered by process owners;
- f. Establish priorities of Deficiencies requiring resolution; and
- g. Tracking Deficiencies through resolution.

4. SOFTWARE REQUIREMENTS

The Contractor does not require any additional software to perform the deliverables of the contract. If any additional software is or will be required, it will be at the sole cost of the Contractor and must have approval from the Department of Information Technology prior to the use of such software.

The Software requires that the State and its Authorized Users be able to access the Contractor's website for such Software access. The State understands that the Contractor does not require any information for the performance of the Services hereunder, including the provision of the Software.

5. CONVERSIONS

The following Table 5 identifies the conversions within the scope of this Contract.

Table 5: Planned Conversions		
Conversion	Lead Responsibility	Description
Volunteer Data	Volunteer data will be obtained in current system by the State and provided to the Contractor will assist the State in uploading such data into CORES RMS.	Convert current volunteer management data into the new volunteer management system. Note that data conversion will not include conversion of any history data related to prior volunteer activity. Conversion will include current Volunteer Profiles.
Inventory Data	Inventory data will be obtained in current system by the State and the Contractor will assist the State in uploading such data into the Inventory System.	Convert current inventory into the new inventory management system. Note that data conversion will include only agreed upon historical data related to Inventory Management activity. Conversion will

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

		include current Inventory levels and location information.
HAN Data	HAN data will be obtained in current system by the State and the Contractor will assist the State in uploading such data into CORES HAN.	Convert current HAN Data into the new HAN Alerting system. Note that data conversion will not include conversion of any history data related to prior health alert activities. Conversion will include current HAN recipients/contacts and profile information.
Patient Tracking Data	Current patient tracking data will be obtained in current system by the State and the Contractor will assist the State in uploading such data into EMTrack.	Convert any current patient tracking data into the new patient tracking system. Note that data conversion will not include conversion of any history data related to prior patient transfer or patient tracking activities. Conversion will include any current patient information, and all locations, hospitals or agencies currently tracking patients.

5.1. CONVERSION TESTING RESPONSIBILITIES

- a. The Contractor’s Team and the State, based on their assigned conversion responsibilities, as set forth in Part 3 - Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

- b. The Contractor's Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- c. The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy Systems for use by the conversion processes.
- d. The Contractor's Team and the State, based on their assigned conversion responsibilities, shall develop and Unit Test their assigned conversions.
- e. The State and the Contractor's Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- f. The State and the Contractor's Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

6. INTERFACES

Interfaces shall be implemented in cooperation with the State. The following Table 6 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 6: In-Scope Interfaces			
Interface	Components, if applicable	Responsible Party	Description
WebEOC	EMTrack, eICS, EM Inventory, EMResource	Juvare, DHHS	Create Dashboard to interface Juvare programs with NH's WebEOC Platform pursuant to definition the Contractor's Statement of Work document.
Integration with State OPLC Online Licensing System		Semi-Custom API	Integration to allow Professional License Verification with the Office of Professional Licensure and Certification.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

Table 6: In-Scope Interfaces			
Interface	Components, if applicable	Responsible Party	Description
Integration with WebEOC		WebEOC Dashboard	Healthcare Dashboard created in WebEOC to represent data from the multiple systems created by this contract.

6.1. INTERFACE RESPONSIBILITIES

The Contractor’s Team shall provide the State Contractor Application Data requirements and examples, of Data mappings and interfaces implemented on other Projects.

- a. The Contractor’s Team shall identify the APIs the State should use in the design and development of the interface.
- b. The Contractor’s Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- c. The Contractor’s Team shall lead the Review of functional and technical interface Specifications.
- d. The Contractor’s Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- e. The Contractor’s Team shall document the functional and technical Specifications for the interfaces.
- f. The Contractor’s Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- g. The Contractor’s Team shall develop and Unit Test the interface.
- h. The State and the Contractor’s Team shall jointly verify and validate the accuracy and completeness of the interface.
- i. The State is responsible for documenting the procedures required to run the interfaces in production.
- j. The State shall document the technical changes needed to legacy Systems to accommodate the interface.
- k. The State shall develop and test all legacy application changes needed to accommodate the interface.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

- l.** The State and the Contractor's Teams shall jointly construct test scripts and create any Data needed to support testing the interfaces.
- m.** The State is responsible for all Data extracts and related formatting needed from legacy Systems to support the interfaces.
- n.** The State is responsible for the scheduling of interface operation in production.

7. APPLICATION MODIFICATION

To more fully address the State's requirements, the Contractor's Team shall implement the following application modifications. The following Table 7 identifies the modifications that are within the scope of this Contract.

Table 7: Modifications – Contractor Developed		
Requirements	Components, if applicable	Enhancement Description
Integration with State OPLC Online Licensing System	Semi-Custom API	Integration to allow Professional License Verification with the Office of Professional Licensure and Certification.
Integration with WebEOC	WebEOC Dashboard	Healthcare Dashboard created in WebEOC to represent data from the multiple systems created by this contract.

8. PRELIMINARY WORK PLAN

The following Table 8 provides the preliminary agreed upon Work Plan for the Contract.

Table 8: High Level Preliminary NH Project Plan				
Task Name	% Work Complete	Duration	Start	Finish
<i>New Hampshire Department of Health and Human Services Implementation</i>	2%	204 days	Fri 3/1/19	Wed 12/11/19
<i>MILESTONE: New Hampshire System Implementation Project Start</i>	100%	0 days	Fri 3/1/19	Fri 3/1/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN**

<i>Project Initiation and Pre-Planning and Governance</i>	25%	43-67 days	Fri 3/1/19	Wed 5/1/19
<i>Gathering and Validating Business Requirements</i>	1%	43 days	Tue 3/19/19	Thu 5/16/19
<i>Define Interim Solution</i>	0%	9 days	Fri 4/19/19	Wed 5/1/19
<i>Build and Configure Solutions</i>	0%	125 days	Fri 4/19/19	Thu 10/10/19
<i>Testing and UAT</i>	0%	130 days	Fri 5/10/19	Thu 11/7/19
<i>Deploy Solution: Check Lists and Solution Deployment</i>	0%	122 days	Fri 6/7/19	Mon 11/25/19
<i>Production Validation</i>	0%	109 days	Fri 6/28/19	Wed 11/27/19
<i>Post Deployment Support - Hypercare Period</i>	0%	117 days	Tue 7/2/19	Wed 12/11/19
<i>MILESTONE: New Hampshire System Implementation Project and Support Phase Completed</i>	0%	0 days	Wed 12/11/19	Wed 12/11/19

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT I
WORKPLAN

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

EXHIBIT J - SOFTWARE LICENCE AGREEMENT

Capitalized terms used herein have the meaning set forth in the Attachment 6, End User License Agreement, or as defined in the Contract. If there is a conflict, the defined terms in Attachment 6 shall prevail.

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, the Contractor hereby grants to the State, and the State accepts, a worldwide, non-exclusive, non-sublicensable, non-transferable, limited term license to use the Software and its associated Documentation during the Term of this Contract, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein to use the Software and Documentation for the stated Term. Except as expressly authorized in this Contract, the State shall not rent, lease, loan, sell, sublicense, distribute, transfer, copy, reproduce, display, modify, provide commercial hosting services, time share or dispose of the Software or Documentation or any part thereof, use the Software to provide any services to third parties, or otherwise use the Software and Documentation to generate commercial revenue.

1.1. PERMITTED USES

The State, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:

- 1.1.1.** The Contractor shall install one (1) Instance of the Software on one (1) Machine for use by Licensee with the Hosted Services. As used herein, Machine means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").
- 1.1.2.** The State may use the Software and Documentation solely for the State's internal business purposes.
- 1.1.3.** If the State requires or desires operational use of more than one Instance of the Software, an additional License(s) shall be required.
- 1.1.4.** The Software is licensed on a named and active User basis. Each User shall have a unique user account. User accounts shall not be shared. The State may provide access to the number of Administrators and Users set forth in this Contract. User counts are based on the average number of unique log-ins each month. The Contractor shall have the right to conduct regular audits of the Contractor compliance with the number of Users permitted under this Contract via

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

Contractor's review of the active named users via the Hosted Services. The State agrees to provide the Contractor with the information, if any, requested by Contractor for the Contractor required to complete such audits. Such audits shall be conducted at the Contractor's expense, except that the State shall be responsible for reimbursing the Contractor for mutually agreed upon reasonable audit expenses if the State shall be found in violation of the User limits set forth in this Contract.

1.1.5. Administrators and Users shall have different rights to access the Software as follows:

- a.** Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC® BoardBuilder tool; use of the eICS Domain Administrator toolkit; installation and administration of board sets, add-ons, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
- b.** Users may not be granted access to any Administration Tools.
- c.** Except where otherwise provided in the Contract, rights to access and use Administrative Tools are given exclusively to the State and the State may not grant such rights to any third party.
- d.** The State may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of the State. The State shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of the Contract.

2. PROTECTION OF SOFTWARE

The State agrees to take all reasonable steps to protect the Software and Documentation from unauthorized copying or use. The Software source code represents and embodies trade secrets of the Contractor and/or its third-party licensors. The Software source code and embodied trade secrets are not licensed to the State. The State agrees not to disassemble, decompile or otherwise reverse engineer the Software, use reflection or other mechanism to view, interpret, translate or try to understand the structure of the Software, or otherwise attempt to discover the source code and/or the trade secrets contained in the source code, and the State will not allow third parties to do so. The State may not, nor allow third parties to, modify or alter the Software in any way.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

3. OWNERSHIP AND LICENSING AUTHORITY

Ownership of, and title to, the Software and Documentation shall be held by the Contractor and its licensor(s) and is protected by United States law and applicable international laws, treaties and conventions regarding intellectual property. The Contractor warrants that it has the power and authority to grant the license described herein. Contractor and its licensor(s) shall retain all rights, title and ownership not granted herein to all copies of the Software and Documentation licensed under the Contract. The Software and Documentation, and all copies thereof, shall remain the exclusive property of the Contractor and/or its third-party licensors, if any. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in the Contractor and/or its third-party licensors. The State shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall the State nor attempt to do any of the foregoing. The State shall not translate any of the Contractor's trademarks into any other language or alphabet. Notwithstanding the foregoing, the State shall always have title to data input and output arising out of the use of the Software and which do not include any logic and code of the Software, and such shall remain the exclusive property of the State. The State acknowledges and agrees that the Contractor may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.

The Contractor represents and warrants that it is authorized to redistribute and license any third-party software delivered with the Software and Documentation provided under this Contract. The owner of such third-party software shall have the right to enforce this Contract to the extent permitted by applicable law.

4. COPYING OF DOCUMENTATION

The State may make as many copies of the Documentation as necessary for the State's internal purposes, provided that the State shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any Contractor trademark or logo in the Documentation, or eliminate any references to Contractor, the Software or the trademarks to the Software in the Documentation and provided that the State shall reproduce and distribute the Contractor's copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with the terms of the Contract upon expiration or termination of the Contract.

5. EXPORT CONTROLS

The State acknowledges that the Software and Documentation are subject to United States export laws. The State shall not, nor shall the State authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. The State expressly agrees that the State shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. The State represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through the State, are persons or entities subject to such U.S. export controls. The State agrees to defend, indemnify, and hold the Contractor harmless from and against any claim, loss, liability, damage or expense, including fines or legal fees incurred by the Contractor with respect to any of the State’s export or re-export activities contrary to the foregoing instructions.

6. U.S. GOVERNMENT RIGHTS

If the State is an agency, department, or other entity of the United States Government (“Government”), or funded by the United States Government, the State’s use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation (“FAR”) 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement (“DFARS”) 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of the Contract, or any modification thereto.

The Software and Documentation are commercial computer software and commercial computer software documentation. The State shall ensure that each copy used or possessed by or for the Government is labeled with the following: “Manufacturer is Juvare, LLC or a wholly-owned subsidiary thereof, 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS.” For the purpose of any federal, state or local law, the State agrees that the Software and Documentation are trade secrets and proprietary commercial products of Contractor and/or its third-party licensors (if any) and are not subject to disclosure.

7. LICENSED SOFTWARE

7.1. LICENSED SOFTWARE

The State has licensed the following Software:

Table 7.1: High Level Preliminary NH Project Plan	
<i>Number of Licensed Instance(s)</i>	<i>Software</i>
1	CORES Responder Management System (RMS), to include Badging Module and Automated Background Check Module – Statewide
1	CORES Health Alert Network (HAN) – Statewide
1	EMResource – Statewide

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT**

1	EMTrack - Statewide
1	Asset/Inventory Management – Statewide
1	eICS – Statewide
1	ArcGIS Extension for WebEOC
1	WebEOC Maps Add-On

7.2. NUMBER OF USERS

The State may provide access to the following number of Users, including Administrators:

Table 7.2: High Level Preliminary NH Project Plan	
<i>User Type</i>	<i>Quantity of Users</i>
Administrators	Unlimited within purview of DHHS ESU
Users	Unlimited within purview of DHHS ESU (inclusive of Administrators)

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICE**

EXHIBIT K - WARRANTY & WARRANTY SERVICE

1. WARRANTY

1.1. SYSTEM

The Contractor warrants that, for the Warranty Period set forth in Section 5 of this Exhibit, the System, when used in accordance with the applicable Documentation and this Contract, will operate in compliance to the Specifications, terms, and requirements of the Contract in all material respects.

1.1.3. Section 2 of this Exhibit K sets forth the State's sole and exclusive remedy, and the Contractor's entire liability, for the failure of the Software to satisfy the warranty described in this Section. Any refunds pursuant to Section 2 shall be applied against any limitations of liability set forth in this Contract.

1.1.4. The Contractor shall have no obligations pursuant to this Section or Section 2 for claims under this Section for which Licensee does not provide the Contractor written notice prior to the expiration of the Warranty Period.

1.2. SOFTWARE

The Contractor warrants that, for the Warranty Period set forth in Section 5 of this Exhibit, the Software, including, but not limited to, the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract in all material aspects.

1.3. NON-INFRINGEMENT

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, and Software ("Material") provided under this Contract, and that such Material does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.3.1. The warranty of non-infringement in this Section 1.3 shall be an on-going obligation during the Term of the Contract. In the event that a third party makes a claim against the State that any Material infringes their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

- a.** Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICE**

- b. Gives the Contractor control of the defense and any settlement negotiations; and
 - c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
 - 1.3.2. 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.
 - 1.3.3. If the Contractor believes or it is determined that any of the Material may have infringed someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license, terminate the Contract and require return of the applicable Material and refund all unused prepaid fees the State has paid the Contractor under the Contract as of the effective date of termination. The Contractor will not indemnify the State if the State alters the Material without the Contractor's consent or uses it outside the scope of use identified in the Contractor's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. The 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 the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by the Contractor without the Contractor's consent.
- 1.4. VIRUSES; DESTRUCTIVE PROGRAMMING**

During the Term of the Contract, the Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications of the Contract. In the event any Virus is identified by either Party, the party that identified the Virus shall notify the other party and Contractor shall remove such identified Virus (es). Upon removal of such identified Virus (es), the Contractor shall redeliver the Software to the State. This Section sets forth Contractor entire liability, and State's sole and exclusive remedy, for any Virus (es) in the Software. Any devices or controls in the Software designed to limit the State's use of the Software consistent with the licenses and limitations (including, without limitation, "time lock" features that may be set by Contractor to deactivate the Software license upon expiration of the Term of this Contract) applicable thereto, including, without limitation, devices designed to prevent exceeding authorized usage limits, unauthorized

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICE**

copying or other unauthorized use, shall not be considered a "Virus" pursuant to this Section.

1.5. COMPATIBILITY

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

1.6. CONSULTING SERVICES

The Contractor warrants that all Consulting Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Consulting Services will comply with performance standards, Specifications, and terms of the Contract. Provided that the State provides the Contractor with written notice within 30 days of the date of performance of such Consulting Services that fail to comply with the foregoing warranty, the Contractor shall re-perform such Consulting Services in compliance with the foregoing warranty at no additional charge. The remedies in this Section shall be the State's sole and exclusive remedy, and the Contractor's entire liability, for any failure of any Consulting Services to comply with the warranties in this Section.

1.7. PERSONNEL

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. The State may request personnel to be removed from the Project that the State believes fails to meet this warranty and Contractor will make commercially reasonable efforts to accommodate such requests. The remedies in this Section shall be the State's sole and exclusive remedy, and the Contractor's entire liability, for any failure of any personnel to comply with the warranties in this Section.

1.8. BREACH OF DATA

The Contractor shall be solely liable for costs associated with any Breach by Contractor (including, without limitation, its employees, agents, (sub)contractors of Contractor) of State Data housed at Contractor's location(s) including, but not limited to, notification and any damages assessed by a court of competent jurisdiction; provided, however, any Breach of State Data caused by the act or omission of the State or its Authorized User shall be the sole responsibility, including, the costs of notifications and damages, of the State, regardless of whether or not the State Data is housed at Contractor's locations.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICE**

2. CONTRACTOR WARRANTY SERVICES & REMEDY

In the event the System fails to perform as warranted in Section 1.1 of this Exhibit during the Warranty Period set forth in Section 5 of this Exhibit, and the Contractor receives written notice of such failure from the State following the first occurrence of such failure (and in all events prior to the expiration of the Warranty Period), the State's remedy, and the Contractor's entire liability, shall be:

- 2.1. The Contractor shall use all reasonable efforts to correct any reproducible error condition reported to the Contractor in such written notice during the Warranty Period as soon as reasonably possible (not to exceed 45 days) following receipt of such written notice;
- 2.2. The limited warranty provided hereunder (including the Contractor's obligations to restore Software and provide corrections and the State's rights of termination pursuant to this Section) shall not apply to Software to the extent it has been modified by other than the Contractor (or its contractors or agents), modified at the State's request, or not used in accordance with the requirements of this Contract, the Documentation, specifications, and the Quotes or order forms. The Contractor does not warrant that the Software will operate uninterrupted or error free, that all errors can be corrected, or that it will satisfy the State's requirements; and
- 2.3. If the Contractor is unable to resolve such failure to comply with the System warranty as set forth in Section 1.1 in this Exhibit K as provided above through either a correction or reasonable workaround, the State may terminate the applicable order for the System or Software license by providing written notice to Contractor that is received by Contractor within 3 business days of the expiration of the 45 day "cure period" for any failure to comply with the warranty and the Contractor shall refund to the State any unused prepaid fees paid by the State to the Contractor for the Software and any unused, prepaid fees for Software Support Services the State has paid to Contractor for such Software. In the event of termination of an order as provided in this Section, the State shall not be obligated to pay any additional charges or fees payable pursuant to such terminated order for the period after the effective date of such termination.
- 2.4. Additionally, to the extent not already waived or expired as provided above, all rights of termination by the State pursuant to this Section shall expire to the extent Contractor has not received a written notice of termination pursuant to this Section prior to the expiration of the Warranty Period.
- 2.5. In addition to the terms above, any termination of an initial applicable order for the System pursuant to this Section shall also terminate the Contract as a whole.

3. WARRANTY DISCLAIMER

The Contractor disclaims all other warranties, expressed or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, with respect to the System, including, without limitation, the Software and/or accompanying Documentation. No oral or written advice or information provided by the Contractor or any of its agents, employees or contractors shall

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT K
WARRANTY AND WARRANTY SERVICE**

create a warranty, and the State is not entitled to rely on any such advice or information the Contractor expressly disclaims any warranty that the System or Software will operate uninterrupted or free of errors.

The Software is an information management application. The Software is not fault-tolerant and is not designed, manufactured, or intended for use or resale in hazardous environments that require fail-safe performance such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, emergency response, terrorism prevention or response, life support or weapons systems (collectively "High Risk Activities"), the failure of which could lead to death, personal injury, or severe physical or environmental damage. .

4. STATE WARRANTY & REMEDY

The State represents and warrants that:

- 4.1. the performance of its obligations and use of the Software by the State and its Users will not violate any applicable laws or regulations, the Contractor's rules and regulations or cause a breach of any agreements with any third parties, and
- 4.2. it will not interfere with the Contractor's systems or the use of any services or systems by the Contractor's other licensees.

In the event of any breach of any of the foregoing the State warranties, in addition to any other remedies available at law or in equity, the Contractor will have the right, in its sole reasonable discretion, to terminate or suspend immediately any related Software if deemed reasonably necessary by the Contractor to prevent any harm to the Contractor, its licensees, including the State, and/or its business. The Contractor will provide to the State notice and an opportunity to cure the breach if practicable, depending on the nature of the breach. Once cured, the Contractor will restore the Software or access to the Software.

5. WARRANTY PERIOD

- 5.1. The "Warranty Period" shall commence on Acceptance of the System and end ninety (90) days thereafter.
- 5.2. Any changes made to the System by the State or its Users will void the warranty.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT L
TRAINING SERVICES**

EXHIBIT L - TRAINING SERVICES

1. TRAINING SERVICES

The Contractor shall provide the following Training Services:

1.1. CORES (RMS Volunteer Management and Health Alert Network)

- a. Up to 2 on site trainings for up to 25 administrators (one session for RMS and one for HAN); and
- b. Up to 4 web-based or local administrator training sessions.

1.2. EMResource EICS

- a. One (1) onsite kickoff meeting, and weekly project management meetings
- b. Six (6) onsite training sessions for up to 25 administrators each, upon completion of UAT (one for state administrators for EMResource, up to five for hospital administrators of eICS module)
- c. Up to six (6) web-based administrator or local administrator training sessions, to be conducted within one-year of Project start; and
- d. eICS Facility-Specific configuration services will be limited to initial configuration of facility and import of template HICS plans (IRGs) from state/domain library.

1.3. EMTrack

- a. One (1) onsite kickoff meeting, and weekly project management meetings
- b. Two (2) onsite training sessions for up to 25 administrators each; and
- c. Up to two (2) web-based administrator or local administrator training sessions, to be conducted within one-year of Project start.

1.4. INVENTORY/ASSET MANAGEMENT

- a. One (1) onsite kickoff meeting, and weekly project management meetings;
- b. Two (2) onsite process review & discovery sessions;
- c. Two (2) onsite training sessions for up to 25 administrators each; and
- d. Up to two (2) web-based administrator or local administrator training sessions, to be conducted within one-year of Project start.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT L
TRAINING SERVICES**

1.5. WebEOC MAPS ADD ON AND ARCGIS EXTENSION

- a. One (1) onsite kickoff meeting, and weekly project management

2. CONTRACTORS RESPONSIBILITIES

- a. The Contractor's Team shall lead the development of the end-user training plan.
- b. Train the trainer approach shall be used for the delivery of end-user training.

3. THE STATES RESPONSIBILITIES

- a. The State shall provide a classroom with a computer, configured for technical specifications described on the pre-training materials/tips sheet (supplied by the Contractor), for each student.
- b. The State is responsible for the delivery of end-user training.
- c. The State shall schedule and track attendance on all end-user training classes.
- d. The State shall be responsible for the training site/venue with full internet access, , access to the network hosting the Software, and a data project and screen for the instructor.
- e. Class size shall not exceed the maximum number of students as mutually agreed upon by both parties, in no event larger than 25 students.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT M
AGENCY RFP

EXHIBIT M - AGENCY RFP

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT N
VENDOR PROPOSAL**

EXHIBIT N - VENDOR PROPOSAL

1. VENDOR PROPOSAL, BY REFERENCE

Juvare Quote dated April 04, 2019 is hereby incorporated by reference as fully set forth herein as Attachment 4.

Juvare Statement of Work (SOW) dated April 30, 2019 is hereby incorporated by reference as fully set forth herein as Attachment 5.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

EXHIBIT O - CERTIFICATES AND ATTACHMENTS

1. ATTACHMENTS

Attached are:

Contractor's Certificate of Good Standing
Contractor's Certificate of Vote/Authority
Contractor's Certificate(s) of Insurance
Attachment 1: Exhibit H - Requirements
Attachment 2: DHHS Agency Requirements (DHHS Exhibits D-K)
Attachment 3: Juvare Project Plan / Work Plan
Attachment 4: Juvare Quote
Attachment 5: Juvare Statement of Work
Attachment 6: ESi End User License Agreement

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
CERTIFICATE OF GOOD STANDING**

Certificate of Good Standing is incorporated herein as a separate attachment.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
CERTIFICATE OF VOTE/AUTHORITY**

Certificate of Vote/Authority is incorporated as a separate attachment.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
CERTIFICATE OF INSURANCE**

Certificate of Insurance is incorporated herein as a separate attachment.

Remainder of this page left blank intentionally.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 1 –EXHIBIT H - REQUIREMENTS**

Attachment 1 – Exhibit H Requirements is incorporated herein as a separate attachment.

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 2 – DHHS AGENCY REQUIREMENTS (DHHS Exhibits D-K)**

Attachment 2 – DHHS Agency Requirements (DHHS Exhibits D-K) are incorporated herein as a separate attachment.

Remainder of this page left blank intentionally.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 3 –JUVARE PROJECT PLAN / WORK PLAN**

Attachment 3 – Juvare Project Plan/Work Plan is incorporated herein as a separate attachment.

Remainder of this page is left blank intentionally.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE**



Juware Contact:
Max Wippich
Phone: 414-721-9729
Email: max.wippich@juware.com

Quote Number: 00014018 5 Year Contract Term Quote for Incident Management + Suite Platform		Quote Date: 06/12/2019 Quote Expires: 06/30/2019	
Quote To	New Hampshire Department of Health 129 Pleasant Street Concord, NH 03301-3852	Ship To	New Hampshire Department of Health 129 Pleasant Street Concord, NH 03301-3852
Contact	Craig Beaulac 603-271-9516 Craig.beaulac@dhhs.nh.gov		

Thank you for your support of Juware products and services! If you are ready to proceed with a purchase order, address all purchase orders to Esu Administration, Inc., 235 Peachtree Street NE, Suite 2200, Atlanta, Georgia 30303. The terms and conditions of the master agreement by and between Juware, LLC (or the above affiliate) and the Client (as set forth in the applicable master agreement) shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote (any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void).

Quotes issued in US Dollars. Items not manufactured by Juware are subject to change. Substitutes will be provided for customer consideration and approval. We look forward to working with you and your staff!

p. 1 of 5

Juware | 235 Peachtree Street NE, Suite 2200, Atlanta, GA 30303 | Phone: 888.200.0165 | Fax: 888.200.0165
EMSystems, LLC | 823 Broad Street, Augusta, GA 30901 | Phone: 706.823.0911 | Fax: 706.826.8911
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State of NH Contract 8002457 / DoIT 2019-021
Exhibit K – Warranty and Warranty Services – Part 3
Date: 6/18/19
Contractor's Initials JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE**



Juware Contact:
Max Wippich
Phone: 414-721-9729
Email: max.wippich@juware.com

PROPOSAL

Software & Services								
Product Code	Item Description	Qty	Unit Price	Est. Price Year 1	Est. Price Year 2	Est. Price Year 3	Est. Price Year 4	Est. Price Year 5
SWMA-ASP-RMS	CORES RMS License Maintenance	1	\$26,450.00	\$26,450.00	\$26,450.00	\$26,450.00	\$26,450.00	\$26,450.00
SWMA-ASP-HAN	CORES Health Alert Network (HAN) Maintenance	1	\$26,900.00	\$26,900.00	\$26,900.00	\$26,900.00	\$26,900.00	\$26,900.00
SS-ASP-RMS-LicBoardIntSetUp	CORES RMS Semi-Custom or Licensure Board Integration	1	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00	\$1,140.00
SWMA-ASP-RMS-AccntMod	CORES Badging Module Maintenance	1	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00	\$7,900.00
SWMA-ASP-RMS-AddBackgrndChkModule	CORES Automated Background Check Module - One Year Maintenance	1	\$4,275.00	\$4,275.00	\$4,275.00	\$4,275.00	\$4,275.00	\$4,275.00
PS-ASP-RMS-CORESBackgrndChkVSS	CORES Background Check Validated Super Search (includes Validated Sex Offender) Per Person Checked	1	\$10.50	TBD	TBD	TBD	TBD	TBD
SW-ASP-EVSSLDomainCert	CORES EV SSL Domain Certificate by Entrust RMS and HAN Security Certificates	2	\$875.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00

p. 2 of 5

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Exhibit K – Warranty and Warranty Services – Part 3
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE**



Juvare Contact:
Max Wippich
Phone: 414-721-9729
Email: max.wippich@juvare.com

Software & Services								
Product Code	Item Description	Qty	Unit Price	Est. Price Year 1	Est. Price Year 2	Est. Price Year 3	Est. Price Year 4	Est. Price Year 5
IMP-CORE3	CORE3 Implementation Package CORE3 RMS, HAN, Badging & Background Check Implementation/Training	1	\$28,300.00	\$28,300.00	--	--	--	--
SW-SaaS-EMR-ST	EMResource Communications & Resource Management System SaaS	1	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
IMP-SaaS-EMResource	EMResource Implementation	1	\$14,300.00	\$14,300.00	--	--	--	--
SW-SaaS-EMT-ST	EMTrack Multi-functional Tracking SaaS	1	\$33,400.00	\$33,400.00	\$33,400.00	\$33,400.00	\$33,400.00	\$33,400.00
IMP-SaaS-EMT-ST	EMTrack Implementation	1	\$13,300.00	\$13,300.00	--	--	--	--
SW-SaaS-IM-ST-2-6Mpop	Inventory Management System SaaS	1	\$34,600.00	\$34,600.00	\$34,600.00	\$34,600.00	\$34,600.00	\$34,600.00
IMP-SaaS-IM	Inventory Management Implementation	1	\$18,000.00	\$18,000.00	--	--	--	--
SW-SaaS-eICS-ST	eICS SaaS Region/Statewide Subscription	1	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00	\$26,000.00
IMP-SaaS-eICS	eICS Implementation	1	\$20,400.00	\$20,400.00	--	--	--	--

p. 3 of 5

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State of NH Contract 8002457 / DoIT 2019-021
Exhibit K – Warranty and Warranty Services – Part 3
Date: 6/18/19
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DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE**



Juvaré Contact:
Max Wippich
Phone: 414-721-9729
Email: max.wippich@juvare.com

Software & Services								
Product Code	Item Description	Qty	Unit Price	Ext. Price Year 1	Ext. Price Year 2	Ext. Price Year 3	Ext. Price Year 4	Ext. Price Year 5
TS-SSP-SOL	Solutions Service Project Custom WebEOC Dashboard (to be built in HSEM Instance)	1	\$10,750.00	\$10,750.00	--	--	--	--
SS-MISC	Software Support Miscellaneous Maintenance & Support for WebEOC Integrations & Healthcare Dashboard	1	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
SS-ARCEXT-SOL	ArcGIS Extension Module Care Plan	1	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00	\$1,980.00
TS-SOL-PRJC	Solutions Services Project Milestone 1 - WebEOC Pro Local Instance Remote Maps Configuration, ArcGIS Ext. and WebEx Training	1	\$2,555.00	\$2,555.00	--	--	--	--
SW-MPR-ADD	WebEOC® Maps Add-On	1	\$25,575.00	\$25,575.00	--	--	--	--
SS-MPR-ADD	WebEOC® Maps Add-On Software Support	1	\$5,627.00	\$5,627.00	\$5,627.00	\$5,627.00	\$5,627.00	\$5,627.00
Sub-Totals				\$340,402.00	\$207,222.00	\$207,222.00	\$207,222.00	\$207,222.00

p. 4 of 5

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 2MSystems, LLC | 823 Broad Street, Augusta, GA 30901 | Phone: 706.823.0911 | Fax: 706.828.9911
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State of NH Contract 8002457 / DoIT 2019-021
 Exhibit K – Warranty and Warranty Services – Part 3
 Date: 6/18/19
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE



Juvare Contact:
 Max Wippich
 Phone: 414-721-9729
 Email: max.wippich@juvare.com

TOTALS	
Total, Year 1	\$340,402.00
Total, Year 2	\$207,222.00
Total, Year 3	\$207,222.00
Total, Year 4	\$207,222.00
Total, Year 5	\$207,222.00
CONTRACT GRAND TOTAL	\$1,169,290.00

p. 5 of 5

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 Exhibit K – Warranty and Warranty Services – Part 3
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 4 – JUVARE QUOTE**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

October 22, 2018

Statement of Work

Healthcare Coordination, Communication & Incident Management Platform for the New Hampshire Department of Health & Human Services

SOW – 20181022v2

Table of Contents

1.0 SOLUTIONS & SERVICES OVERVIEW	91
2.0 PROJECT SCOPE OVERVIEW, SCHEDULING & ENGAGEMENT.....	92
3.0 CORES PLATFORM & MODULES (RMS, HAN, BADGING, BACKGROUND CHECK).....	92
4.0 EMRESOURCE BED TRACKING SOLUTION, WITH EICS MODULE	94
5.0 EMTRACK PATIENT & MULTIFUNCTIONAL TRACKING SYSTEM	95
6.0 EM INVENTORY MANAGEMENT & LOGISTICS PLATFORM	96
7.0 HEALTHCARE DASHBOARD (WEBEOC).....	97
8.0 SERVICES ENGAGEMENT & PROJECT ASSUMPTIONS.....	98
9.0 DELIVERY AND ACCEPTANCE	100
10.0 WARRANTY	100
11.0 INVOICING	100
12.0 PROJECT PRICING & BILLING MILESTONES	101
13.0 CONTACTS.....	101
14.0 AGREEMENT OF PARTIES.....	102
APPENDIX A.....	103
APPENDIX B.....	104

All work delivered to the Customer is subject to the terms and conditions set forth in the Master Service Agreement (MSA), Software Use Agreement (SUA), End User License Agreement (EULA), or Contract as applicable.

1.0 Solutions & Services Overview

Juvare will provide the New Hampshire Department of Health and Human Services (hereinafter referred to as “Customer” or “DHHS” or “ESU”) with subscription software, and implementation and training services for the Juvare platform, to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

include ESAR-VHP Volunteer Management, Inventory Management, Patient Tracking, Hospital Coordination & Incident Management, Health Alerting & Notification, and the services necessary to implement and train DHHS users on the aforementioned.

The primary stakeholders of this project are the 31 hospitals within the state of New Hampshire, and the members of the New Hampshire Department of Health & Human Services Emergency Services Unit (ESU), as defined in Appendix B.

2.0 Project Scope Overview, Scheduling & Engagement

Juvaré is proposing a multi-phase, fixed scope implementation of the platform, including the following software components:

- **CORES Responder Management System (RMS) – ESAR-VHP Volunteer & Responder Management Platform**
 - CORES RMS Badging Module
 - CORES RMS Automated Background Check Module
 - CORES Semi-Custom Licensure Board Integration (NH OPLC)
 - CORES HAN Alerting Module
- **EMResource Communication & Healthcare Resource Management Platform**
 - Electronic ICS (eICS) – Incident Command & HICS Module
- **EMTrack Patient & Multifunctional Tracking System**
- **EM Inventory Management & Logistics Platform**
- **Healthcare Dashboard Constructed within NH HSEM WebEOC Instance**

And the following services & training components:

- **Implementation & Training Package for CORES RMS, HAN and Modules**
- **Implementation & Training Package for EMResource/eICS Module**
- **Implementation & Training Package for EMTrack**
- **Implementation & Training Package for EMResource**
- **Implementation & Training Package for Inventory Management**
- **Overall Project Management & Healthcare Dashboard for HSEM**

This SOW is good for 90 days from the last dated revision. If the Customer requests that the project be delayed for more than 30 calendar days once the project schedule has been agreed upon, the Customer must notify Juvaré in writing of such request. When the Customer is ready to reengage on the project, written notice must be provided to Juvaré. All project resources will be unassigned from the project at the time the project is put on hold. At time of reengagement, Juvaré will work with the Customer to determine a new and mutually agreeable project schedule. The original Juvaré project team is not guaranteed to be available for the new project schedule. Given a conservational project schedule, Juvaré expects that the tasks outlined in this document will be complete within approximately 6 months of contract execution.

Juvaré's fee for the proposed is outlined in the included in section 12.0 Project Pricing & Billing Milestones and the project will be invoiced as outlined in the milestone table.

3.0 CORES Platform & Modules (RMS, HAN, Badging, Background Check)

CORES is a secure web-based platform (hosted at Juvaré managed data centers) which facilitates pre-event and just-in-time registration, credentialing, notification, deployment, and management of both medical and non-medical volunteers, alerting of public health members and constituents via a PHIN-compliant role directory, and the generation of verified physical credentials leveraging the information contained within the dataset.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

Juvare will implement CORES™ platform to meet multiple objectives of this project, including serving the role as a Responder Management System (ESAR-VHP compliant volunteer registry), background check & credentialing service, badge credential production system, and alerting system/PHIN compliant health alert network.

CORES combines the most advanced alerting technology available with a polished interface to ensure optimal performance of the system, across both volunteers and ad-hoc alert recipients. Administrators have full control over the alert contents, format, and delivery. CORES has the capability to reach recipients regardless of whether they are registered in the system, offers many types of user configurable templates for commonly-sent volunteer messages, and includes multiple reports which can allow administrators to quickly view their communications. With advanced notification functionality, CORES supports message delivery to:

- Phone (cellular, landline)
- Smartphone (Blackberry, iPhone, Android, etc.)
- Email
- Short Message Service (SMS)/cellular text
- Pager (one-way Numeric, two-way Alphanumeric)
- Facsimile (fax)

The CORES implementation project will include

1. CORES RMS Software Configuration
 - a. Dedicated Production Site, with DHHS branding and custom domain/URL
 - b. Dedicated Training Site with DHHS branding
 - c. Implementation of one (1) integration to New Hampshire Office of Professional Licensure and Certification. DHHS is responsible for coordinating with OPLC to ensure approvals to access (if needed) are obtained by Juvare.
 - d. Implementation of Badging module, including up to three (3) different badge templates for different volunteer types or membership affiliations. Client is responsible for using/suppling own badge printer & supplies.
 - e. Provision of the CORES Advanced Alerting Module
 - f. Unlimited registered volunteers, administrators, and organizations within the system
2. CORES HAN Software Configuration
 - a. Dedicated Production Site, with DHHS branding and custom domain/URL
 - b. Dedicated Training site with DHHS branding
 - c. Unlimited users and administrators within the system
3. Full system hosting, maintenance, backup, & disaster recovery planning, including unlimited 24x7 Juvare Support Center (phone and email) support
4. Services including:
 - a. One (1) onsite kickoff meeting, and weekly project management meetings
 - b. Generation of up to three (3) pilot release sites each for HAN and RMS platforms
 - c. Two (2) onsite training sessions for up to 25 administrators each, upon completion of user acceptance testing (one session for RMS module, one for HAN module)
 - d. Up to four (4) web-based administrator or local administrator training sessions, to be conducted within one-year of project start.

The CORES implementation process will occur as follows:

1. Kick-off and Work Plan Development – Identify project goals and objectives and ensure that the Work Plan clearly lays out a plan for execution. Develop Configuration Spreadsheet:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

- a. CORES RMS Dataset – select from standard list, to include profile characteristics and professions, organizational structure, members.
 - b. CORES HAN Directory – Select from PHIN list
 - c. Complete configuration toolkit
 - d. Badge Design Templates
2. Initiate coordination for credential integration
 3. Discovery, Installation, and Configuration – Setup Pilot Release (PR-0,1,2) and gather feedback from stakeholders.
 4. Perform data import (as necessary)
 5. Onsite Validation/Training – Execute go-live and administrators and end users.
 6. Transition to Post Implementation Maintenance and Support – Hand off to Client Service Manager, Provide ongoing system maintenance and upgrades, reports, technical support, and warranty support.

4.0

EMResource Bed Tracking Solution, with eICS Module

EMResource is a highly configurable and proven daily use communications and resource management solution that connects the continuum of emergency management and healthcare stakeholders to support daily emergency medical, mass casualty incident, disaster, and disease surge operations. EMResource is used for:

- The day-to-day management of emergency medical response operations
- Mass casualty incident polling and support
- Public health, situational awareness, and missing persons alerting
- Bed and resource availability reporting, including HAvBED
- Syndromic and surge surveillance reporting activities

EMResource facilitates communication between medical response teams and healthcare providers by monitoring healthcare assets, specialty service availability, such as behavioral health and dialysis, and emergency department status, capacity, and resource limitations. Information is updated as situations change providing a common operating picture with information available at a glance in real-time. Since it supports day-to-day operations, end-users already understand reporting processes and navigation, resulting in a highly reliable communications infrastructure for large-scale incident response and accurate HAvBED data reporting and submission.

Juvare will implement the core EMResource platform, as well as the Electronic Incident Command System (eICS Module), which supports healthcare and coalition incident management functions, through a planning, response, and recovery format.

The eICS module incorporates further contact and user management functions, a version-managed document library, customized ICS charts, checklists and objectives tracking, and automatic HICS/ICS/AAR forms.

The EMResource & eICS implementation project will include

1. EMResource Software Configuration
 - a. Dedicated Production Site
 - b. Dedicated Training (demo) Site
 - c. Unlimited registered users and administrators within the system
 - d. Unlimited use by all healthcare providers within the state of New Hampshire
2. eICS Module Software Configuration
 - a. Dedicated Production Site
 - b. Dedicated Training (demo) Site
 - c. Unlimited registered users and administrators within the system
 - d. Unlimited use by all hospitals within the state of New Hampshire

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

3. Full system hosting, maintenance, backup, & disaster recovery planning, including unlimited 24x7 Juvare Support Center (phone and email) support
4. Services including:
 - a. One (1) onsite kickoff meeting, and weekly project management meetings
 - b. Six (6) onsite training sessions for up to 25 administrators each, upon completion of user acceptance testing (one for state administrators for EMResource, up to five for hospital administrators of eICS module)
 - c. Up to six (6) web-based administrator or local administrator training sessions, to be conducted within one-year of project start.
 - d. eICS Facility-Specific configuration services will be limited to initial configuration of facility and import of template HICS plans (IRGs) from state/domain library.

The EMResource/eICS implementation process will occur as follows:

1. Kick-off and Work Plan Development – Identify project goals and objectives and ensure that the Work Plan clearly lays out a plan for execution. Develop Configuration Spreadsheet(s):
 - a. Identify all resources (facilities) participating in initial project.
 - b. Standard EMResource fields as specified in the requirements document.
 - c. Client chosen fields from the standard set of optional EMResource fields as specified in the requirements document.
 - d. Identify up to five (5) common Incident Response Guides (IRGs) to be configured and tailored to New Hampshire Hospitals; Must ID lead facility for each.
2. Discovery, Installation, and Configuration – Setup EMResource region and deliver customized client configuration. Review with client to ensure that all requirements are met.
3. Develop and Review up to five (5) custom IRG templates with up to five (5) lead workgroup hospitals.
4. Onsite Validation/Training – Review EMResource & eICS implementation and additional client configuration options. Train EMResource and eICS administrators and end users.
5. Transition to Post Implementation Maintenance and Support – Hand off to Client Service Manager, Provide ongoing system maintenance and upgrades, reports, technical support, and warranty support.

5.0 EMTrack Patient & Multifunctional Tracking System

EMTrack is a web-based, multi-functional patient and evacuee tracking system that supports tracking people, pets, and associated property and equipment throughout an incident. Its intuitive design supports a secure common operating picture that facilitates interoperable communications and situational awareness during emergencies of any scale, between front-line first responders in EMS or first aid stations, first receivers in hospitals and clinical settings, and regional coordinators in public health and emergency management.

EMTrack is highly configurable and comprehensive. With web and mobile-based components, it supports patient and evacuee surges due to natural or man-made events, alternate site movements, or day-to-day EMS patient transport operations and hospital resource management. The intuitive design enables teams to utilize the solution quickly to effectively track, coordinate, and manage patient movements and assist with the family reunification process for events such as:

- Large-Scale Evacuee Management
- Hospital Evacuations
- MCI/MFI Patient Tracking
- Daily inbound patient notification for high-acuity cases (Stroke, STEMI, Trauma, etc.)
- Public Health and Pandemic Response

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

- **Large Event Management (marathons, concerts, celebrations)**

The EMTrack implementation project will include

1. **EMTrack Software Configuration**
 - a. **Dedicated Production Site**
 - b. **Dedicated Training (demo) Site**
 - c. **Unlimited registered users and administrators within the system**
 - d. **Unlimited use by all healthcare providers within the state of New Hampshire**
2. **Full system hosting, maintenance, backup, & disaster recovery planning, including unlimited 24x7 Juvare Support Center (phone and email) support**
3. **Services including:**
 - a. **One (1) onsite kickoff meeting, and weekly project management meetings**
 - b. **Two (2) onsite training sessions for up to 25 administrators each.**
 - c. **Up to two (2) web-based administrator or local administrator training sessions, to be conducted within one-year of project start.**

The EMTrack implementation process will occur as follows:

1. **Kick-off and Work Plan Development – Identify project goals and objectives and ensure that the Work Plan clearly lays out a plan for execution. Develop Configuration Spreadsheet:**
 - a. **Standard EMTrack fields as specified in the requirements document.**
 - b. **Client chosen fields from the standard set of optional EMTrack fields as specified in the requirements document.**
2. **Discovery, Installation, and Configuration – Setup EMTrack region and deliver customized client configuration. Review with client to ensure that all requirements are met.**
3. **Onsite Validation/Training – Review EMTrack implementation and additional client configuration options. Train EMTrack administrators and end users.**
4. **Transition to Post Implementation Maintenance and Support – Hand off to Client Service Manager, Provide ongoing system maintenance and upgrades, reports, technical support, and warranty support.**

6.0

EM Inventory Management & Logistics Platform

EM Inventory Management provides healthcare facilities, regions, coalitions and states with a practical and focused solution to manage existing and new inventory items purchased to support Strategic National Stockpile (SNS) Receiving, Staging & Storing, medical surge capacity and capabilities (MSCC) through HPP, PHEP and other funding sources. It provides a status on inventory items and also allows users to publish items to lend to other facilities; it facilitates the tracking of inventory movement in a facility or warehouse and across health systems, regions and states; and it produces reports to support financial reporting obligations.

The solution allows a variety of stakeholders to preplan, track and audit purchases for healthcare facilities, regions/coalitions and states. Assets can be managed at a variety of levels (facility, region, state) by having immediate awareness and visibility into the exact location, life cycle status, quantity and whether the asset/supply is available for lending to another facility during crisis.

During a crisis it is essential that Regions/Coalitions be able to quickly identify, report, and match community need for supplies and equipment with the true availability of those resources. Compliance and support for HPP and PHEP grant

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

funding and capabilities are key drivers for an inventory and asset management solution and being able to quickly locate items purchased during the fiscal year or grant period (and knowing the status at any given moment) is essential for a grant recipient's reporting and auditing compliance. Inventory Management supports a region or state by providing resource management support through the product lifecycle of planning and purchase, through use in a disaster situation.

The implementation of EM Inventory Management will include

1. EM Inventory Software Configuration
 - a. Dedicated Production Site
 - b. Dedicated Training (demo) Site
 - c. Unlimited registered users and administrators within the system
 - d. Unlimited use by all healthcare providers within the state of New Hampshire
2. Full system hosting, maintenance, backup, & disaster recovery planning, including unlimited 24x7 Juvare Support Center (phone and email) support
3. Services including:
 - a. One (1) onsite kickoff meeting, and weekly project management meetings
 - b. Two (2) onsite process review & discovery sessions
 - c. Two (2) onsite training sessions for up to 25 administrators each.
 - d. Up to two (2) web-based administrator or local administrator training sessions, to be conducted within one-year of project start.

The EM Inventory implementation process will occur as follows:

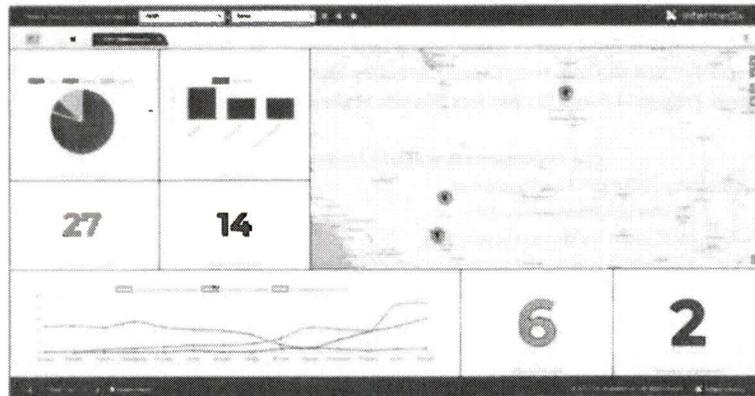
1. Kick-off and Work Plan Development – Identify project goals and objectives and ensure that the Work Plan clearly lays out a plan for execution. Develop Configuration Spreadsheet:
 - a. Standard inventory fields as specified in the requirements document.
 - b. Client chosen fields from the standard set of optional fields as specified in the requirements document.
 - c. Define additional workflows not articulated in base system
2. Onsite Discovery – Map and prioritize workflows, and develop requirements document for functions or processes not met within base system
3. Installation, and Configuration – Deliver customized client configuration. Review with client to ensure that all requirements are met.
4. Onsite Validation/Training – Review EM Inventory implementation and additional client configuration options. Train EM Inventory administrators and end users.
5. Transition to Post Implementation Maintenance and Support – Hand off to Client Service Manager, Provide ongoing system maintenance and upgrades, reports, technical support, and warranty support.

7.0

Healthcare Dashboard (WebEOC)

Using the data collected within the other components as proposed in this project – particularly EMResource, eICS, EMTrack, EM Inventory Management – Juvare will implement the standard WebEOC integrations within the New Hampshire HSEM – WebEOC Instance (provided the agency consents), and will develop a “Healthcare Dashboard” or “Common Operating Picture” visualization using this source data (example shown below).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**



The implementation of the Dashboard/CoP will include

1. Integration Software Configuration – Standard adapters will be installed & configured on HSEM WebEOC Server. Integrations will support standard/existing data schema for each component, which may be limited in scope to specific data fields, as applicable.
2. Services including:
 - a. One (1) remote kickoff/requirements meeting
 - b. One (1) web-based training session

The Dashboard/CoP implementation process will occur as follows:

1. Requirements Gathering Webinar – Present KPIs available in system integrations, Identify dashboard goals and objectives. Develop specification document.
2. Offsite Process Configuration – Develop Dashboard/CoP to Specification
3. User Acceptance Test & Webinar Training Session

8.0

Services Engagement & Project Assumptions

The following process will be used for the Customer to engage a Juvare resource:

1. Upon receipt of the Purchase Order or Signed Contract, the Juvare Project Manager will contact the Juvare designated Customer point of contact (POC) and coordinate configuration, schedule a project kick-off call, and arrange the implementation.
2. Any project related calls will be scheduled through the Juvare Project Manager with the Customer POC.
3. The Juvare Project Manager will provide the Customer POC with the overall project timeline and provide status updates.
4. Once the implementation is complete, the Juvare Project Manager will coordinate a closeout with the Customer POC to finalize acceptance.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

The following assumptions regarding this project have been made, and will apply:

1. The Customer will review and sign-off on Statement of Work.
2. The Customer will provide a project lead. The project lead should be granted decision making authority with regard to configuration, support, and policy changes for use.
3. Customer will complete tasks identified in the AIM in an appropriate timeframe to ensure the project schedule is maintained.
4. The designated Customer project lead is required to participate in the weekly status for the duration of the project.
5. Customer is expected to test Pilot Release or other pre-production test sites and provide feedback to Juvare. Improper and/or delayed testing could lead to significant delays in the implementation process and the mutually agreed upon go-live date.
6. Customer is responsible for any coordination activities related to data integrations with third-parties (including NH HSEM and NH OPLC). Juvare cannot complete integrations without consent and limited support of external agencies.
7. Customer is expected to drive compliance with use of technologies in operational model identified. Juvare's role will be to offer and implement best-practices for the use of the proposed technologies and provide the outlined training services to support the model chosen by the customer.
8. Both the Customer and Juvare are ready to begin the implementation and delivery of the solution within 30 days of contract award.
9. If configuration or training sessions are scheduled for more than 6 weeks after the kickoff meeting (or prior milestone deliverable), the project will be put on hold after the kick off meeting until 3 weeks before the sessions.
10. The Customer will provide the required infrastructure for training, including scheduling an accessible location with computers/internet access for trainees.
 - a. The training site will have full internet access (Wi-Fi or LAN), a projector and computers for each participant. Each computer will be configured to the technical specifications described on the pre-training materials/tip sheet.
 - b. Sufficient electrical connection for all computers (If using laptops) for all training sessions.
 - c. Each session is limited to 25 participants.
 - d. Each day will not exceed 8 hours of training. Each day may be broken down into multiple sessions (such as for end users), which may total up to 8 hours.
 - e. Onsite training sessions will be conducted in contiguous days.
11. Customer can access WebEx for any remote configuration review or training sessions.
12. Juvare is not responsible for providing any hardware (such as barcode scanners, smartphones, printers, computers, etc.) for this project. All hardware is the responsibility of the customer.
13. The Customer will have key participants attend training, who will subsequently train their staff and

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

incorporate an electronic and automated solution into existing processes.

14. The Customer will complete tasks identified in the Work Plan within an appropriate time frame as outlined to ensure the project schedule is maintained. The completion dates are to be mutually agreed upon between Juvare and the Customer.
15. If additional Juvare assistance is necessary outside of the agreed, purchase order, a Change Request will be required to create a new Purchase Order for services. Juvare will follow our established Change Order Request Process and provide options and recommendations to the DHHS for review through written communication. No changes requested by DHHS that require the Change Order Request Process will be made to the system without formal customer approval and must be mutually agreed upon in writing. Any system changes which stem from local, state, or federal requirements will follow the same procedures and be differentiated as such.
16. Customer will be responsible for facilitating post-go-live system configuration and governance changes.
17. At all times, when a significant change to the system is proposed outside of those under contract, Juvare will provide a detailed assessment of the cost of the future changes to the DHHS to aid in its decision-making process.
18. All software support will be conducted in accordance with the Service Level Agreement (SLA) as articulated in the software use agreement (SUA) or contract.

9.0 Delivery and Acceptance

Work will be deemed 'received' by the Customer 24 hours after delivery. The Customer will have 14 calendar days from receipt of the project acceptance form to review and identify defects. If no feedback has been provided within 14 days of delivery, the solution will be deemed accepted.

10.0 Warranty

For components delivered on configuration to client spec, articles are delivered with a ninety (90) day warranty against defects. During this warranty period, Juvare will correct any bugs or deficiencies which impair or prevent the solution(s) from performing according to specifications. Any Customer changes made to the solution(s) during the ninety (90) day period will void the warranty.

All software is warranted in accordance with the terms and conditions of the Software Use Agreement, License Agreement, or contract.

11.0 Invoicing

The Customer will be invoiced for service upon acceptance of the milestones listed in 12.0 Project Pricing & Billing Milestones. All invoices are payable NET30, or as per terms in contract/procurement vehicle.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

12.0 Project Pricing & Billing Milestones

The project will be billed according to the fixed price milestones listed below:

- Specific project milestones will be defined in collaboration with client.
- All milestones are generally expected to be complete within approximately 6 months of project initiation.
- Software will be invoiced or billed on a regular basis, in accordance with any contract terms, commencing upon go-live.

The project software and services pricing is as follows:

Description	Services Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
CORES Platform	\$28,300	\$26,450	\$26,450	\$26,450	\$26,450	\$26,450
Badging Module	Included	\$7,900	\$7,900	\$7,900	\$7,900	\$7,900
Background Check Mod	Included	\$4,275	\$4,275	\$4,275	\$4,275	\$4,275
Verified Criminal Super Search	-	TBD	TBD	TBD	TBD	TBD
Check (\$10.50 Per Person Checked)						
NH OPLC Integration	Included	\$1,140	\$1,140	\$1,140	\$1,140	\$1,140
HAN Module	Included	\$26,900	\$26,900	\$26,900	\$26,900	\$26,900
EV SSL Security Certificate (Inc. 2)	Included	\$1,750	\$1,750	\$1,750	\$1,750	\$1,750
EMResource	\$14,300	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
eICS Module	\$20,400	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000
EMTrack	\$13,300	\$33,400	\$33,400	\$33,400	\$33,400	\$33,400
EM Inventory Management	\$18,000	\$34,600	\$34,600	\$34,600	\$34,600	\$34,600
WebEOC Healthcare Dashboard	\$10,750	\$2,200	\$2,200	\$2,200	\$2,200	\$2,200

13.0 Contacts

Juvare Client Services & Sales	Juvare Director Professional Services	Client Lead POC
Max Wippich	Clay Stephenson	Craig Beaulac

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021
PART 3 - EXHIBIT O
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

Director, Client Experience & Business Development	Director, Professional Services	Program Planner
(414) 721-9729	(770) 330-3918	(603) 271-9516
Max.Wippich@Juvare.com	Clay.stephenson@Juvare.com	Craig.beaulac@dhhs.nh.gov

14.0 Agreement of Parties

This SOW and any Change Requests set forth the entire agreement of Customer and Juvare with respect to the service and deliverables to be provided. Nothing contained herein obligates either party to enter into engagements beyond that stated herein.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives. All terms and conditions of the Contract, Use Agreement, MSA or EULA, unless specifically amended herein, shall remain in full force and effect.

Name _____

Title _____

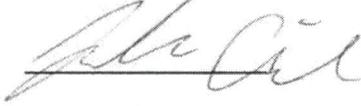
Signature _____

Date _____

Customer

Name Jordan Cipala

Title VP and Secretary

Signature 

Date 6/18/19

ESi Acquisition, Inc.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

Appendix A

Sample Change Order

DATE OF REQUEST	
DOCUMENT AUTHOR	
PROJECT / PURCHASE ORDER#	
CUSTOMER/COMPANY	
CLIENT SERVICES	
PROJECT STAKEHOLDERS	
DESCRIPTION OF REQUESTED CHANGE	

Juvare Approvals

Position	Name	Signature	Date	Approved (Yes/No)
Project Manager				
Client Success Manager				

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

Customer Approvals

Name		Signature	Date	Approved (Yes/No)
State Project Lead	Craig Beaulac			
State Project Sponsor	Leigh Cheney			
State Contract Manager	Loretta Razin			

Appendix B

Participating Institutions

Name	Type	Point of Contact (Name, Email, Phone)
<i>Alice Peck Day Memorial</i>	<i>Hospital</i>	
<i>Androscoggin Valley Hospital</i>	<i>Hospital</i>	
Catholic Medical Center	Hospital	
Cheshire Medical Center	Hospital	
Concord Hospital	Hospital	
Cottage Hospital	Hospital	
Dartmouth Hitchcock Medical Center	Hospital	
Elliot Hospital	Hospital	
Exeter Hospital	Hospital	

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

Franklin Regional Hospital	Hospital	
Frisbie Memorial Hospital	Hospital	
HealthSouth Rehabilitation Hospital	Rehab Hospital	
Huggins Hospital	Hospital	
Lakes Region General Hospital	Hospital	
Littleton Regional Hospital		
Monadnock Community Hospital		
Memorial Hospital		
New Hampshire Hospital	Psychiatric Facility	
New London Hospital		
Northeast Rehab	Rehab Hospital	
Parkland Medical Center		
Portsmouth Regional Hospital		
Southern		
Speare Memorial Hospital		
Upper Connecticut Valley Hospital		
Valley Regional Hospital		
Veterans Affairs Medical Center	VA Hospital (Non-emergency)	
Weeks Medical Center		
Wentworth Douglas Hospital		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 5 – JUVARE STATEMENT OF WORK**

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License Agreement.** This is a license agreement and not an agreement for sale. As of the Effective Date of the Contract, the Contract covers Software and services (including Support Services) that the State purchases from Contractor as a provider of Hosted/hosting services for the Software governed by the Contract ("Services") pursuant to Exhibits, Orders and Quotes hereto that are executed and/or agreed upon by both parties and expressly references the Contract. The Contract and all applicable Exhibits, Orders and Quotes hereto for Services and any attachments hereto and thereto are the complete agreement regarding Contractor's Services hereunder and replace any prior oral or written communications between the State and Contractor relating to such transactions. The State agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Contractor regarding future functionality or features.

2. **Definitions.** Unless otherwise specifically stated in the any Attachment to this EULA, the capitalized terms used in the Contract shall have the meanings set forth below:

- 2.1 "Administrator" means an employee, officer, director or consultant of the State to whom the State has provided a user account and certain rights to administer the Software on behalf of the State.
- 2.2 "Affiliate" means an entity that controls, is controlled by, or is under common control with a party hereto.
- 2.3 "Consulting Services" means the professional services for installation or implementation of Hosted Services or Software, training services, or other non-recurring services as set forth in a Statement of Work to the Contract or as mutually agreed upon by the parties.
- 2.4 "Derivative Work(s)" means the work based on or derived from or modifications, enhancements or other functional extensions of the Software.
- 2.5 "Documentation" means the user manuals, requirements, specifications, training materials, and any other documents, materials, information or guidance, whether supplied as printed material or in electronic form, provided by Contractor in conjunction with the purchase, training, use, maintenance or update of the Software.
- 2.6 "Installation" of the Software shall be deemed to be complete on the sooner to occur of (i) the day that the Software is available for production, (ii) the date of the State's first use of the Software in a live production environment, or (iii) 90 days following the date of the State's execution of the Contract (or if for an ordering document after execution of the Contract, the State's execution of such subsequent ordering document).
- 2.7 "License" means certain limited rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides as set forth in the Contract and for the Term set forth in Attachment.
- 2.8 "Module" means a proprietary set of status boards developed by Contractor for use with selected WebEOC-branded Software which are designed to address a common functional need.
- 2.9 "Party" means Contractor or the State individually and "Parties" shall mean Contractor and the State collectively.
- 2.10 "Software," means, individually and collectively, all of the software licensed to the State from Contractor as identified on Attachment hereto and includes Software Updates.
- 2.11 "Software Support Plan" means the purchased Support Services plan as agreed upon by the parties in the Contract.
- 2.12 "Software Updates" means any technical correction, patch, bug fix, enhancement or other release to the Software provided to the State pursuant to this License and the Software Support Plan purchased by the State.
- 2.13 "Standard Business Hours" shall mean 9:00 a.m. through 6:00 p.m. U.S. Eastern Time, Monday through Friday, excluding holidays, and are subject to change by Contractor.
- 2.14 "State Data" means data input by the State or its authorized Users into the Software.

State of NH Contract 8002457 / DoIT 2019-021
Exhibit K – Warranty and Warranty Services – Part 3
Date: 6/18/19
Contractor's Initials JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

- 2.15 "Sub-Administrator" shall mean as set forth in Section 4 of this EULA.
- 2.16 "Support Services" means the maintenance and support services provided by Contractor pursuant to the terms of the Contract and Section 9 of this EULA. May also be referred to as "Software Support Services."
- 2.17 "Surge Capacity Plan" means an optional emergency response program which permits the State to increase the number of Users to support response to or recovery from an incident declared a disaster by a state or federal government agency.
- 2.18 "Term" means as set forth in Section 3 of this EULA.
- 2.19 "Travel Expenses" means travel, living and out of pocket expenses (including travel agent service fees and applicable internal per diems) incurred by Contractor in connection with the performance of Services hereunder, including, without limitation, charges and fees incurred by Contractor resulting from the cancellation/rescheduling of scheduled air travel or similar services based on changes requested by the State to the applicable dates for performance of the relevant Services.
- 2.20 "User" means an authorized employee, contractor or affiliate of the State to whom the State has provided a user account for the Software; User includes Administrators and Sub-Administrators.
3. **Term.** The "Term" of the Contract shall commence on the Effective Date of the Contract and shall continue through the sooner to occur of: (i) termination of the Contract pursuant to the terms hereof, or (ii) expiration of the "Term" of the License to the Software as set forth in Attachment (Attachment is herein incorporated and made part of this EULA by this reference).
4. **Permitted Uses.** The State's, and its User's, access and use of the Software shall be limited and subject to the following terms and conditions:
- a. The State may install and use one (1) Instance of the Software on one (1) Machine. As used herein, "Machine" means a single laptop, personal computer or web server, or a combined web and database server or multiple load-balanced web servers, configured to point to a single database and database server that is used operationally or "in production" ("Instance").
 - b. The State may use the Software and Documentation solely for the State's internal business purposes.
 - c. The State also may make one (1) copy of the Software for back-up or archival purposes.
 - d. License also may install the Software to support "non-production" software development cycle activities if a non-production license is granted to the State as set forth in Attachment.
 - e. If the State requires or designates operational use of more than one Instance of the Software, an additional License(s) shall be required.
 - f. The Software is licensed on a named and active user basis. Each Administrator, Sub-Administrator, and User shall have a unique user account. User accounts, usernames and passwords shall not be shared. The State may provide access to the number of Administrators, Sub-Administrators, and Users set forth in Attachment to this EULA. User counts are based on the number of unique logins each month. Contractor shall have the right to conduct regular audits of the State compliance with the number of Users permitted under the Contract. The State agrees to provide Contractor with the information required to complete such audits. Such audits shall be conducted at Contractor expense, except that the State shall be responsible for reimbursing Contractor for all reasonable audit expenses if the State shall be found in violation of the User limits set forth in the Contract. The State shall be in violation of User limits if the number of Users during any month covered by the audit is greater than the number of Users permitted in Attachment and such increase in the State is not supported by a Surge Capacity Plan.
 - g. Administrators, Sub-Administrators, and Users shall have different rights to access the Software as follows:
 - i. Administrators may access all features of the Software. Certain features of the Software may only be accessed by named users who are granted status as an Administrator

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

- ("Administration Tools"). Administration Tools include, without limitation, the following: creation and administration of user accounts; creation and subsequent editing of incidents; software configuration; use of the WebEOC® BoardBuilder tool; installation and administration of board sets, plug-ins, modules, interfaces and Software Updates; and access to the Software's Application Programming Interface.
- ii. "Sub-Administrator" is a subset of Administrator Users as set forth in this subsection (ii) and such Sub-Administrators are only active if set forth on Attachment to this EULA and if the State has licensed the WebEOC Enterprise Software. Sub-Administrator rights also shall be available solely to support management of Sub-Organizations. Sub-Administrators may access the following Administration Tools: creation of user accounts; management of user accounts including definition of roles and permissions; and creation and subsequent editing of incidents. Maintenance of Sub-Administrator rights requires the purchase of an annual "Enterprise" Software Support Plan. If a Licensee elects to discontinue the required Software Support Plan, access to Sub-Administrator features and any other benefits of Enterprise which Contractor may elect to make available from time to time shall be discontinued.
 - iii. Users may not be granted access to any Administration Tools, except that Administrators may grant designated Users rights to create or edit incidents and to add or edit maps in MapTac™.
- h. Except where otherwise provided in the Contract, rights to access and use Administrative Tools are given exclusively to the State and the State may not grant such rights to any third party.
 - i. The State may provide its consultant(s) or independent contractor(s) with access to the Software and Documentation, provided that such consultants or independent contractors are using the Software and Documentation exclusively for the benefit of The State. The State shall be responsible for compliance by its consultants and independent contractors with the terms and conditions of the Contract.
 - j. If your licensed Software includes the WebEOC® BoardBuilder tool, the State may use the WebEOC® BoardBuilder tool to copy, modify and create WebEOC® forms and templates ("Status Boards") and the State may distribute, in printed form or as electronic media, the Status Boards to the State's authorized users, provided that such Status Boards are used exclusively for the internal business purposes of the State. Status Boards shall be considered Derivative Work(s) of the Software and the State shall not sell, resell, license or otherwise transfer for value any Derivative Work(s) created using the WebEOC® BoardBuilder tool, and the State shall not distribute such Derivative Work(s) as part of any product or service for value to any third party. Any Derivative Work(s) prepared by the State shall remain subject to the terms of the Contract and shall clearly display the following copyright notice to properly acknowledge the proprietary rights of Contractor and its third-party licensors: "This work includes the intellectual property of Contractor and its licensors and is provided under license. Copyright © 2002-2016, Contractor and its licensors. All rights reserved."
 - k. The State may, at its option and according to the terms of the Contractor's standard price list, obtain a Disaster Recovery Software License to support replication of an active, source server to one or more redundant ("Target") servers which may be placed in use to support disaster recovery or fail-over activities. A Disaster Recovery Software License is required for each Target server. A Disaster Recovery Software License may be used to operate an "in production" instance of the Software only when the source server is inactive or inoperable; only one Instance of the Software shall be active at any one time. The State is not required to obtain additional licenses for Software plug-ins, modules or interfaces installed on a redundant licensed Machine. Permitted uses of WebEOC Fusion vary from the terms set forth in items (a) through (f) of this Section. The State may install and place in production one (1) copy of WebEOC Fusion on one (1) source server and one (1) Target server. The State may make one (1) copy of the Software for back-up or archival purposes, or the State may

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

6.1 Confidential Information Defined. Subject to RSA 91-A, during the Term of the Contract and in connection with each party's performance of their respective duties and obligations hereunder and thereunder, each party will disclose to the other ("Disclosing Party") and the other party shall receive ("Receiving Party") certain Confidential Information of the Disclosing Party. The term "Confidential Information" shall mean any and all information that the Disclosing Party discloses to the Receiving Party in connection with or related to the Contract, whether disclosed verbally, electronically, visually, or in a written or other tangible or intangible form, including, but is not limited to, trade secrets, pricing information, terms of the Contract, customers, customer lists, intellectual property, computer programs, software, documentation, formulas, data, inventions, techniques, financial, marketing or product development plans, personnel, audit results, designs, performance data, as to Contractor, the Contractor Technology and any other deliverables (including, without limitation, data, information, computer code and reports) provided in connection with the Software, and, as to the State, The State's Information, as well as any other information that the Disclosing Party clearly communicates to the Receiving Party as confidential.

6.2 Duties with Regard to Confidential Information. Subject to RSA 91-A, The Receiving Party agrees that it will only use the Disclosing Party's Confidential Information in the performance of its obligations hereunder or as otherwise expressly provided in the Contract, and that it will only disclose the Disclosing Party's Confidential Information only to those of its directors, officers, employees, consultants, agents, independent contractors, and professional advisers who need to know such information and who are subject to written agreements with the Receiving Party sufficient to enable the Receiving Party to require such persons to comply with the Receiving Party's confidentiality obligations hereunder. The Receiving Party agrees that it will treat all of the Disclosing Party's Confidential Information with the same degree of care (but no less than reasonable care) as it accords its own confidential information.

Notwithstanding the foregoing or Contractor's obligations elsewhere in this Section, the State understands that Contractor does not require any information for the performance of Services hereunder other than telephone numbers and applicable account ID's, and that Contractor cannot guarantee the security of the State Information when stored on the State's applicable equipment and hardware or transmitted or accessible when using the internet or other services providers. Contractor shall not be liable or responsible to the State or any other party for any losses, damages, claims, costs or other obligations arising out of or relating to any unauthorized access to, disclosure or use of information stored by the State on the System or while such information is transmitted or accessible through the Software, the internet, or services providers. Additionally, Contractor shall not be responsible for any breach of security or confidentiality caused by the State's failure to maintain the confidentiality and control of its user identification numbers or passwords related to its use of the Software provided hereunder.

6.3 Exclusions from Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its personnel; (b) has been or is obtained by the Receiving Party from an independent source without accompanying obligations of confidentiality; (c) is independently developed by the Receiving Party without reliance in any way on the Disclosing Party's Confidential Information; or (d) has been approved for unrestricted release by the Disclosing Party in writing. Additionally, the Receiving Party may disclose the Disclosing Party's Confidential Information where the Receiving Party is required by law to disclose information that is otherwise Confidential Information, provided (to the extent not prohibited by law) the Receiving Party has first notified the Disclosing Party in writing as soon as is commercially reasonable of such requirement to disclose the Disclosing Party's otherwise Confidential Information in order to permit the Disclosing Party to seek confidential treatment of such information. Additionally, the State agrees to reimbursement Contractor

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

at its then current hourly rate for such services for the number of hours spent by Contractor responding to legal requests for the State Information in Contractor possession.

6.4 Protection of Confidential Information. Notwithstanding the "Dispute Resolution" Section of the Contract, the Receiving Party acknowledges that the Disclosing Party shall have the right to take all reasonable steps to protect the Disclosing Party's confidential and proprietary interests, including, but not limited to, injunctive relief in a court of law or equity and any other remedies as may be available at law or in equity in the event the Receiving Party does not fulfill its obligations under this Section.

6.5 Survival of Confidentiality Obligations. Each party's obligations of confidentiality pursuant to this Section for all Confidential Information disclosed between the parties during the Term of the Contract shall survive the expiration or termination of the Contract as follows: (i) for Confidential Information consisting of trade secrets, for so long as such information remains a trade secret of the disclosing party or for five (5) years following the expiration or termination of the Contract, whichever is longer, (ii) for Confidential Information consisting of the disclosing party's the State information or Contractor's suppliers' information, indefinitely, and (iii) for all other Confidential Information, for five (5) years following the expiration or termination of the Contract.

6.6 Termination of The Contract. Upon termination of the Contract or upon the Disclosing Party's written request, the Receiving Party agrees to terminate all use of the Disclosing Party's Confidential Information and to either to return to the Disclosing Party all copies of the Disclosing Party's Confidential Information in its possession or under its control or to provide the Disclosing Party with a written notice from one of the Receiving Party's authorized representatives certifying that all copies of the Disclosing Party's Confidential Information in the Receiving Party's possession or control have been destroyed; provided, however, the Receiving Party may (at its option, but not its obligation) keep a copy of the Disclosing Party's Confidential Information in its archives, and the provisions of this Section shall continue with respect to such Confidential Information.

- 7. Proprietary Interests.** The Software and Documentation, and all copies thereof, shall remain the exclusive property of Contractor and/or its third-party licensors. All applicable rights to copyrights, trademarks, logos, patents and other intellectual property shall remain vested in Contractor and/or its third-party licensors. The State shall not claim, register, alter or modify, any interest in such copyrights, trademarks, patents or other intellectual property, nor shall the State nor attempt to do any of the foregoing. The State shall not translate any of the Contractor trademarks into any other language or alphabet. Notwithstanding the foregoing, the State shall always have title to data input and output arising out of the use of the Software, and any computer programs developed by or for the State using output of the Software as input to another source, and which do not include any logic and code of the Software, and such shall remain the exclusive property of The State. The State acknowledges and agrees that Contractor may seek equitable relief at any time to remedy a violation or threatened violation of the restrictions set forth herein regarding the use and protection of the Software and Documentation.
- 8. Copying of Documentation.** The State may make as many copies of the Documentation as necessary for the State's internal purposes, provided The State shall not modify or alter the content or appearance of the Documentation, modify or alter the appearance of any Contractor trademark or logo in the Documentation, or eliminate any references to Contractor, WebEOC® or other Contractor Software in the Documentation and provided that the License shall reproduce and distribute the Contractor copyright and notices page contained in the Documentation with all such copies and maintain the confidentiality of the copies and destroys or returns such copies in accordance with Section 8 (Confidentiality) above.
- 9. Support Services.** During the Term of the Contract and provided the State is not in violation of the Contract, Contractor will provide Support Services (all as further defined in Part 3 – Exhibit G to the Contract) for the Software consisting of the following: (i) Contractor will use reasonable efforts to maintain the Software to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

comply with the applicable Documentation in all material respects, and (ii) if and when made generally available through Support Services to Contractor's other customers receiving Support Services, providing subsequent releases and versions of the Software for use consistent with Contractor's then current policies. All Software Updates received by the State shall be subject to the terms of the Contract. Support Services shall not include, and Contractor shall not be responsible for, failures of the Software to perform consistent with the Documentation, specifications, requirements and other details set forth in Attachment 6 or any subsequent amendments or quotes hereto in all material respects resulting from or caused by the State, the State's hardware and equipment, the State's connection to the Software, third party service providers, including, without limitation, communications services providers, or otherwise disclaimed elsewhere in the Contract.

10. **Hosted Services.** During the Term of the Contract and provided the State is not in violation of the Contract, Contractor will provide Hosted Services, as set forth in Part 3 – Exhibit G to the Contract, for the Software during the Standard Business Hours.

11. **Consulting Services.** Contractor will provide the Consulting Services as set forth in the Attachment 5, Statement of Work, to Part 3 – Exhibit O to the Contract or as mutually agreed to be the parties from time to time.

12. **Fees and Payment Terms.**

12.1 Additional Charges. Other additional charges may be required should the State elect to: (a) use the Software on more than one (1) Licensed Machine; (b) increase the number of named users who may access the Software; (c) increase the number of non-production instances of the Software; (d) license additional Software; (e) upon renewal; or (f) as otherwise required by the Contract. Such additional charges shall be as set forth in such mutually agreed upon Quote or amended Exhibits or order form to the Contract.

12.2 Renewal Charges. At least sixty (60) days prior to the expiration of the Initial Period (as defined in Attachment 6) of the Term, Contractor may notify the State of the current fees for Software and Support Services, and invoice the State for such fees for the Renewal Period (as defined in Attachment 6) so that such amount is due and payable prior to the commencement of such Renewal Period. Contractor shall be entitled, in its sole discretion, to increase the fees for the Software and Support Services.

12.3 Suspension of the Software, Services and Support Services. Without limitation as to any other rights or remedies of Contractor under the Contract, the Contractor reserves the right to immediately suspend the State's access to and use of the Software and the Services (including, without limitation Support Services), without notice to the State, if any charges or fees payable to the Contractor are past due and not paid within the time frame set forth in Section 12.1 or elsewhere in the Contract or an Exhibit, Statement of Work or Quote hereto, as applicable. The State agrees that the Contractor shall have no liability to the State, and the State waives any claim or action against the Contractor in the event of suspension or termination of access to or use of the Software and the Services for the State's failure to timely pay Charges. The State's payment obligations shall continue during any period of suspension pursuant to this Section.

12.4 Taxes. All Charges charged by the Contractor are exclusive of, and the State shall be solely responsible for payment of, all taxes, except for any taxes based upon Contractor's net income, assets or worth. The Contractor shall invoice the State for amounts it is obligated to collect or is allowed to recover as taxes as provided above. The State's obligations for the payment of taxes payable hereunder shall survive the expiration or termination of the Contract.

13. **Effects of Termination of the Contract and the License to the Software.**

State of NH Contract 8002457 / DoIT 2019-021
Exhibit K – Warranty and Warranty Services – Part 3
Date: 6/18/19
Contractor's Initials JRC

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

13.1 Effects of Termination. Termination of the Contract shall result in the termination of all outstanding Quotes, Statements of Work and Exhibits, and termination of all outstanding Quotes, Statements of Work and Exhibits shall result in the termination of the Contract. Upon termination of the Contract and/or any Quotes, Statements of Work and Exhibits for any reason, any amounts owed to Contractor under the Contract or any Quotes, Statements of Work and Exhibits, regardless of whether not yet due and payable, will be accelerated and deemed immediately due and payable (including, without limitation, the remaining balance of unpaid fees for professional services and Travel Expenses). All Services and all Software licenses and rights granted under the Contract and all Quotes, Statements of Work and Exhibits hereto shall immediately terminate upon termination of the Contract. All Services and all licenses and rights granted pursuant to an applicable Quotes, Statements of Work and Exhibits shall terminate upon the expiration or termination of the applicable Quotes, Statements of Work and Exhibits. Upon termination of the Contract, Contractor will immediately cease performing all Services and terminate the State's and its User access to the Software. Contractor shall have no obligation for retaining or maintaining a copy of any such the State's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of the Contract. Contractor shall be entitled, without further liability, to destroy all such the State's Information or data from the Software following the date of expiration or termination of the Quotes, Statements of Work and Exhibits governing such information or (if sooner) the expiration or termination of the Contract.

13.2 Other Termination/Suspension of Services. In addition to all other remedies to which it may be entitled hereunder, Contractor shall have the right, without notice to the State, to immediately suspend the provision of any and all Software and Services hereunder, including, without limitation, access to the Software and Support Services, in the event of (i) any breach or threatened breach of the Contract or any Quotes, Statements of Work and Exhibits hereto by the State or its Users or contractors, (ii) any requirement or direction by any legal or regulatory body having jurisdiction over the State, Contractor or its suppliers or third party service providers, or (iii) any change in law that renders Contractor provision of the Software unlawful or otherwise non-compliant with applicable law. The State's payment obligations shall continue during any period of suspension pursuant to this Section. The State agrees that Contractor shall have no liability to the State, and the State waives any claim or action against Contractor, in the event of termination of access to the Software as provided in the Contract. Contractor shall make reasonable efforts to restart such access upon the State's cure or correction of the event of default or breach unless it has already terminated the Contract or any Quotes, Statements of Work and Exhibits as provided hereunder. The State shall reimburse and pay to Contractor all charges, expenses and fees incurred by Contractor or payable by Contractor to third parties as a result of such suspension of Software or reconnection/restart of such access to such Software. If the State receives Hosted Services from Contractor, the following termination provisions also apply upon termination of the Contract for any reason:

- a) The State's access to the Hosted Services (including, without limitation, all access to the hosted environments and data) shall be suspended;
- b) The State shall immediately surrender to Contractor any Internet protocol numbers, addresses or Contractor-owned domain names assigned to the State in connection with the Hosted Services delivered hereunder;
- c) Unless other arrangements are requested by the State within five (5) days of the effective date of termination and provided the State has paid all outstanding amounts due to Contractor under the Contract, for the five (5) day period following the effective date of termination of the Contract Contractor shall provide the State with access to its data or information within the Hosted Services for the State to download The State Data or information; and
- d) Any and all the State Data shall be overwritten, erased, encrypted or otherwise rendered unrecognizable upon the sooner to occur of (i) the State's confirmation that it has downloaded The State Data or information, or (ii) expiration of the period of access as set forth in 18.4(c) above, or (ii) thirty (30) days from the effective date of termination of the Contract.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**

- 13.3** The termination of the Contract shall not relieve the State of its obligation to pay any amounts incurred hereunder prior to the effective date of such termination or expiration or that result or arise from the termination of the Contract (as provided in herein).
- 13.4** Survival. The provisions of the Contract that, by sense and context of the provision, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of the Contract.
- 14.** Export Controls. The State acknowledges that the Software and Documentation are subject to United States export laws. The State shall not, nor shall the State authorize or permit its directors, employees, consultants, independent contractors or other persons, to export, re-export, disclose or otherwise provide the Software and/or Documentation to any country unless an appropriate license, exemption or authorization has been obtained from the U.S. Government. The State expressly agrees that the State shall not export, re-export, barter, or otherwise provide or disclose the Software and Documentation, in whole or in part, to: (a) any country covered by any United States trade embargo; (b) any person listed on the United States Department of Treasury's list of Specially Designated Nationals; (3) any person or entity listed on the United States Department of Commerce Denied Persons List; (4) any person or entity listed on the United States Department of Commerce Unverified or Entity Lists; (5) any person or entity listed on the United States Department of State Debarred List; or (6) any person or entity where such export, re-export, barter, disclosure or provision violates United State export control law or regulation. The State represents and warrants that neither it nor its directors, employees, consultants, nor any other persons or entities who may gain access to the Software and Documentation through The State, are persons or entities subject to such U.S. export controls.
- 15.** U.S. Government Rights.
- a. If the State is an agency, department, or other entity of the United States Government ("Government"), or funded by the United States Government, the State's use, duplication, reproduction, release, modification, disclosure or transfer of the Software, Documentation, technical specifications, or any related materials of any kind, including technical data, is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies, Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies and the equivalent regulations for the Department of Energy. The use of the Software and Documentation is further restricted in accordance with the terms of the Contract, or any modification thereto.
- b. The Software and Documentation are commercial computer software and commercial computer software documentation. The State shall ensure that each copy used or possessed by or for the Government is labeled with the following: "Manufacturer is Contractor Acquisition, Inc., 235 Peachtree Street NE, Suite 2300, Atlanta, GA 30303. ALL RIGHTS RESERVED. PROPRIETARY PRODUCTS." For the purpose of any federal, state or local law, the State agrees that the Software and Documentation are trade secrets and proprietary commercial products of Contractor and/or its third-party licensors and are not subject to disclosure.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
ESU EMERGENCES SERVICES RESPONSE SOLUTIONS
CONTRACT 8002457 / DoIT 2019-021**

**JUVARE ATTACHMENTS
ATTACHMENT 6 – ESI ACQUISITION, INC. END USER LICENSE AGREEMENT**
