



25413

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

Denis Goulet
 Commissioner

February 27, 2017

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

REQUESTED ACTION

Authorize the Department of Information Technology, on behalf of the New Hampshire Veterans Home, to enter into a **SOLE SOURCE** contract with EDP Software, Ltd. ("EDP") (Vendor Code #277911), of Vancouver, BC, Canada, to provide access to a nurse scheduling application for the New Hampshire Veterans Home. The funding amount is not to exceed \$68,400.00, and is effective upon Governor and Council through January 31, 2020.

Funding is available in the following account in State Fiscal Year (SFY) 2017 and anticipated to be available in State Fiscal Years 2018 through 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office if needed and justified. **100% Other (Agency Class 27) Funds: the agency Class 27 used by NHVH to reimburse DoIT for this contract is 28.17% general, 35.92% federal and 35.91% other.**

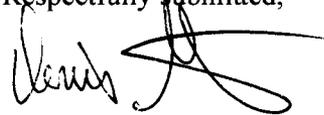
| SFY | CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME- AGENCY NAME-ACCTG UNIT NAME | JOB # | AMOUNT | TOTALS |
|-----------------------|--|----------|--------------|--------------------|
| | CLASS CODE-ACCOUNT CODE - OBJ (ACCOUNT) DESC | | | |
| 2017 | 01-03-03-030010-7643-DoIT – IT for NHVH 038-500177 Enterprise, Network, and Operation | 03430001 | \$23,000.00 | |
| | 01-03-03-030010-7643-DoIT – IT for NHVH 038-500175 PC Enterprise Software | 03430002 | \$11,800.00 | |
| 2017 Total | | | | \$34,800.00 |
| 2018 | 01-03-03-030010-7643-DoIT – IT for NHVH 038-500177 Enterprise, Network, and Operation | 03430001 | \$16,800.00 | \$16,800.00 |
| | | | | |
| 2019 | 01-03-03-030010-7643-DoIT – IT for NHVH 038-500177 Enterprise, Network, and Operation | 03430001 | \$16,800.00 | \$16,800.00 |
| | | | TOTAL | \$68,400.00 |

Explanation

This contract is **SOLE SOURCE** because the New Hampshire Veteran's Home (NHVH) has been utilizing EDP SchedulePro Software for several years as their nurse scheduling software and requires continued support from this vendor. The SchedulePro software version currently used by the NHVH is no longer supported by EDP. As a part of this renewal, EDP is moving to a hosted solution for ease of support and access. The vendor will upgrade NHVH's current version of SchedulePro to EDP's upgraded SchedulePro Web hosted solution. The benefit is that by maintaining the licensing, there will be no downtime for this critical function in the care and keeping of the New Hampshire Veterans.

The Department of Information Technology requests your approval for this contract.

Respectfully submitted,



Denis Goulet

DG/kaf
DoIT: 2017-025
A&E RID #19993



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Denis Goulet
Commissioner

February 27, 2017

Margaret D. LaBrecque, Commandant
New Hampshire Veterans Home
State of New Hampshire
129 Winter Street
Tilton, NH 03276

Dear Commandant LaBrecque:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request for DoIT, on behalf of the New Hampshire Veterans Home (NHVH), to enter into an agreement with EDP Software, Ltd. ("EDP") (Vendor Code #277911) as described below and referenced as DoIT No. 2017-025.

This request is to enter into a sole source contract with EDP Software. The NHVH has been using EDP SchedulePro Software for several years as their nurse scheduling software and requires continued support from this vendor. As a part of this renewal, EDP is moving to a hosted solution for ease of support and access. The vendor will upgrade NHVH's current version of SchedulePro to EDP's upgraded SchedulePro Web hosted solution.

The funding amount is not to exceed \$68,400.00, and the contract shall become effective upon Governor and Executive Council approval through January 31, 2020.

A copy of this letter will accompany the submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/kaf
Contract #2017-025

cc: Candice Weingartner, DoIT

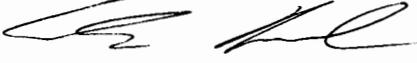
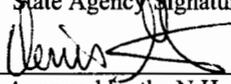
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Information Technology | | 1.2 State Agency Address 27 Hazen Dr Concord NH 03301 | |
| 1.3 Contractor Name EDP Software | | 1.4 Contractor Address 887 Great Northern Way, Suite 101 Vancouver, BC V5T 4T5 Canada | |
| 1.5 Contractor Phone Number 877-501-7776 | 1.6 Account Number 010-003-7643-0300-038-0177, BL#720 010-003-7643-0300-038-0175, BL#3024 | 1.7 Completion Date January 31, 2020 | 1.8 Price Limitation \$68,400.00 USD |
| 1.9 Contracting Officer for State Agency Denis Goulet | | 1.10 State Agency Telephone Number 603-223-5744 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Sachin Agrawal CEO | |
| 1.13 Acknowledgement: State of _____, County of <u>Vancouver, British Columbia, Canada</u> On <u>Feb 16, 2017</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>TARUNA AGRAWAL, Barrister & Solicitor</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Denis Goulet, Commissioner & CEO | |
| 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: <u>Jessica M. Goulet</u> On: <u>3/7/2017</u> | | | |
| 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 INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT A
STATEMENT OF WORK**

TERMS AND DEFINITIONS

Capitalized terms used in the Contract will have the meanings given below.

| | |
|--------------------------------|---|
| Acceptance / Accept | Formal determination by the New Hampshire Veterans Home that a milestone or Deliverable has been completed properly by EDP Software and is acceptable to the New Hampshire Veterans Home. |
| Contract | A binding agreement between the State of New Hampshire and EDP Software |
| State Contract Manager | The State employee responsible for Contract execution |
| Contract Documents | Documents that comprise this Contract (See Statement of Work Section 2.) |
| Deliverables | Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by EDP Software to the State under the terms of the Contract. |
| DoIT | Department of Information Technology, an agency of the State of New Hampshire |
| Governor and Executive Council | The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes. |
| Internal Travel | EDP travel associated with its normal operations to provide the services described in this contract. |
| NHVVH | New Hampshire Veterans Home |
| Notice of Default | A formal notice declaring that a failure to comply with the Contract has occurred. |
| Services | The work to be performed by EDP Software and Subcontractors as described in the Contract. |
| State | State of New Hampshire Department of Information Technology on behalf of New Hampshire Veterans Home |
| Subcontractor | A person, partnership, or company contracted by EDP Software to perform under the Contract. |
| Term | The contract period of time. |

1. INTRODUCTION

This Contract is by and between the State of New Hampshire, Department of Information Technology on behalf of the New Hampshire Veterans Home ("State"), and EDP Software, Ltd. ("EDP"), having its principal place of business at 887 Great Northern Way, Suite 101, Vancouver, BC, Canada V5T 4T5.

EDP will upgrade NHVVH's current nurse scheduling application, SchedulePro, which was provided by and is currently supported by EDP, to EDP's SchedulePro Web hosted as service Starter Edition version. The SchedulePro software version currently used by the NHVVH is no longer supported by EDP.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT A
STATEMENT OF WORK**

The Contract price is \$68,400.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

1. Form P-37 State of New Hampshire Terms and Conditions, General Provisions
2. Exhibits
 - a. Exhibit A Statement of Work
 - b. Exhibit B Payment Schedule --Not to Exceed
 - c. Exhibit C Special Provisions
 - d. Exhibit D Requirements
 - e. Exhibit E Certificates
3. Attachments
 - a. Attachment A Implementation Process
 - b. Attachment B Implementation Milestones and Deliverables

3. SCOPE OF SERVICES

EDP shall provide the NHVH SchedulePro (1) Upgrade Implementation Services, (2) Software Customization Services and (3) On-Going Hosting, Operations, Maintenance and Support Services.

3.1 Upgrade Implementation Services

Upgrade Implementation Services are described in Attachment A: *Implementation Process*.

Existing rules from current version of SchedulePro shall be used for the upgrade.

3.2 Software Customization Services

During the Discovery and Requirements Gathering Phase of the Implementation project, the need for software customizations may be identified. EDP shall document the customization and the level of effort (person hours) and provide a fixed price for that customization. Once the documented customization and price is Accepted by NHVH, EDP shall design, develop and implement that customization. SchedulePro will not be integrated/interfaced with any other application.

3.3 Licensing Services (Hosting, Operations, Maintenance and Support)

EDP's licensing fees provide hosting, operation, maintenance and support Services. Licensing is for 400 users at one site with unique configurations and rules. The State does not have to purchase, install, maintain or support any hardware other than PCs, a web browser and an Internet connection. EDP shall provide updates to the SchedulePro upgrade to the State at no additional cost. All OS updates, maintenance, security checks, data backups and disaster recovery plans shall be provided by EDP at no additional cost.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT A
STATEMENT OF WORK**

4. TERM

4.1 Period of Performance

The Contract shall take effect after full execution by the parties, and receipt of required governmental approvals, including, but not limited to, the New Hampshire Governor and Executive Council approval. It shall remain in effect through January 31, 2020.

5. CONTRACT ADMINISTRATION

5.1 EDP CONTRACT MANAGER

EDP shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Brian Chow
EDP Software Inc.
887 Great Northern Way #101
Vancouver BC V5T 4T5
Canada
Tel: 877-501-7776
Brian.chow@edpssoftware.com

5.2 STATE EXECUTIVE SPONSOR

The State shall designate a State Executive Sponsor who shall function as the State's representative with regard to project boundaries, goals and objectives. This person is:

Margaret (Peggy) LaBrecque
Commandant
State of New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276
Tel: (603) 527-4844
Email: peggy.labrecque@nhvh.nh.gov

5.3 STATE CONTRACT MANAGER

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

Candice Weingartner
Information Technology Manager
State of New Hampshire Department of Information Technology
139 Winter Street
Tilton, NH 03276
Tel: (603) 892-5460
Email: candice.weingartner@doit.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT A
STATEMENT OF WORK**

5.4 STATE SUBJECT MATTER EXPERT

The State shall designate a Subject Matter Expert (SME) who shall function as the State's representative with regard to defining the scheduling business needs, confirm that Schedule Pro is configured to meet the NH Veterans Home needs, participate in training, create and execute user acceptance tests, and sign-off that Schedule Pro is working correctly and ready to be moved into Production. This person is:

Michelle Pelletier
Director of Nursing
State of New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276
Tel: (603) 527-4458
Email: michelle.pelletier@nhvh.nh.gov

5.5 STATE TECHNICAL MANAGER

The State shall designate a Technical Manager who will facilitate getting the necessary IT resources in place when they are needed during the project and work closely with the State Contract Manager and State Subject Matter Expert to help ensure that DoIT's efforts match up with overall project goals.

Candice Weingartner
Information Technology Manager
State of New Hampshire Department of Information
139 Winter Street
Tilton, NH 03276
Tel: (603) 892-5460
Email: candice.weingartner@doit.nh.gov

6. IMPLEMENTATION MILESTONES AND DELIVERABLES

EDP shall meet the milestones and provide the Deliverables described in this Contract, as set forth in Attachment B: *Implementation Milestones and Deliverables*.

7. REQUIREMENTS

EDP shall meet all Requirements described in this Contract, as set forth in Exhibit D: *Requirements*.

8. FINAL REPORT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT A
STATEMENT OF WORK**

There shall not be a Final Report for this Contract.as referenced in section 10 of the State of New Hampshire Form P-37.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT B
PAYMENT SCHEDULE / NOT TO EXCEED**

1. DELIVERABLE PAYMENT SCHEDULE.

All charges by EDP Software under this Contract shall be in accordance with the schedules set forth in Table 1 below.

2. NOT TO EXCEED PAYMENT SCHEDULE

Table 1: Payment Schedule

| No. | Milestone / Deliverable | Payment Timing | Fixed or Not to Exceed | Payment Amount |
|------------------------------------|--|--|------------------------|--------------------|
| First Year Licensing | | | | |
| 1 | First 6 Months Licensing - Standard Edition | Contract Effective Date | Fixed Price | \$8,400.00 |
| 2 | Second 6 Months Licensing - Standard Edition | 180 Days After Contract Effective Date | Fixed Price | \$8,400.00 |
| | Total First Year Licensing | | | \$16,800.00 |
| Upgrade Implementation | | | | |
| 3 | Discovery and Requirements Gathering Phase | Completion of Discovery and Requirements Gathering Phase | Fixed Price | \$1,500.00 |
| 4 | Training and User Acceptance Phase | Completion of Training and User Acceptance Phase | Fixed Price | \$2,500.00 |
| 5 | Go Live and Transition to Support Phase | Completion of Go Live and Transition to Support Phases | | \$1,500.00 |
| | Total Upgrade Implementation | | Fixed Price | \$5,500.00 |
| Software Customizations | | | | |
| 6 | Software Customizations Accepted by NHVH | Completion of Training and User Acceptance Phase | Not to Exceed | \$7,500.00 |
| | Total Software Customizations | | | \$7,500.00 |
| Travel Expenses | | | | |
| 7 | Travel Expenses Approved by NHVH | Upon Completion of Each Trip | Not to Exceed | \$5,000.00 |
| | Total Travel Expenses | | | \$5,000.00 |
| Licensing Beyond First Year | | | | |
| 8 | Year 2 Licensing | One Year After Effective Date | Fixed Price | \$16,800.00 |
| 9 | Year 3 Licensing | Two Years After Effective Date | Fixed Price | \$16,800.00 |
| | Total Licensing Beyond First Year | | | \$33,600.00 |
| | Total Contract Value | | | \$68,400.00 |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT B
PAYMENT SCHEDULE / NOT TO EXCEED**

| | | | | |
|----|---------------------------------|----------------------------------|-------------|--------------------|
| | | | | |
| | Optional Licensing | | | |
| 10 | Year 4 Licensing | Three Years After Effective Date | Fixed Price | \$16,800.00 |
| 11 | Year 5 Licensing | Four Years After Effective Date | Fixed Price | \$16,800.00 |
| | Total Optional Licensing | | | \$33,600.00 |

2.1 Contract Effective Date

Contract Effective Date is defined in Form P-37: State of New Hampshire Terms and Conditions, General Provisions, Paragraph 3.

2.2 Milestone / Deliverable

Upgrade Milestones and Deliverables are described in Attachment B: Implementation Milestones and Deliverables.

2.3 Timing

Completion of a milestone or Deliverable is at time of Acceptance of that milestone or Deliverable by the State.

2.4 Software Customizations

Software Customization process is described in Exhibit A: *Statement of Work*, Section 3.2: *Software Customization Services*. The hourly rate for software customization shall be a Fully Loaded Rate of \$185/hour.

2.5 Travel Expenses

EDP shall be reimbursed for all reasonable travel and related expenses incurred by EDP for travel to the NHVH in Tilton, NH. Includes, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses. EDP shall provide an estimate to NHVH in advance of each trip approved in writing by NHVH. NHVH shall approve in writing each trip estimate. EDP shall invoice for all actual travel expenses. Each travel invoice shall itemized expenses by person and include copies of all receipts. Receipts showing currency other than USD shall be invoiced in USD and exchange rate used shall be shown on the invoice.

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State for travel expenses exceed \$5,000.00.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT B
PAYMENT SCHEDULE / NOT TO EXCEED**

2.6 Currency

All prices are in US dollars (USD).

2.7 Annual Licensing

In addition to the first year of Licensing Services, two additional annual Licensing Services are included in the Contract. The State may also request up to two more annual Licensing Services at its sole discretion.

2.8 Total Contract Price

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$68,400.00.

3. PAYMENTS

The State shall pay EDP Software within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice.

Invoices shall be sent to:

Candice Weingartner
Information Technology Manager
State of New Hampshire Department of Information Technology
139 Winter Street
Tilton, NH 03276
Tel: (603) 892-5460
Email: candice.weingartner@doit.nh.gov

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT C
SPECIAL PROVISIONS**

1. USE OF THE STATE'S INFORMATION, CONFIDENTIALITY

- 1.1** EDP agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that becomes available to EDP in connection with its performance under the Contract. EDP shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for EDP's performance under the Contract.
- 1.2** Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 1.3** EDP shall immediately notify the State if a subpoena or other legal process is served upon EDP regarding the State's confidential information, and EDP shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, EDP shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 1.4** EDP shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for EDP's performance under the Contract.
- 1.5** Insofar as EDP seeks to maintain the confidentiality of its confidential or proprietary information, EDP must clearly identify in writing the information it claims to be confidential or proprietary. EDP acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by EDP as confidential or proprietary, the State shall notify EDP and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be EDP's responsibility and at EDP's sole expense. If EDP 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 EDP, without liability to EDP
- 1.6** This section 1 shall survive the termination of the Contract.

2. FORCE MAJEURE

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT C
SPECIAL PROVISIONS**

Neither EDP 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, block outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

3. INTERNAL ESCALATION PROCEDURE FOR DISPUTES

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), 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 by this Agreement.

The parties shall use all 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:

Dispute Resolution Responsibility and Schedule Table

| Level | EDP Software | The State | Cumulative Allotted Time |
|--------|---|--|--------------------------|
| First | Support Team | Michelle Pelletier Nursing Supervisor | 5 Business Days |
| Second | Joel Etkin Client Success Manager | Armand Plourde Administrator | 10 Business Days |
| Third | Bo Rohlfesen Tier 3 Dev Support | Margaret LeBrecque Commandant | 15 Business Days |

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

4. WARRANTY

EDP warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. EDP agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

EDP warrants that it shall maintain SchedulePro to perform in accordance with its specifications. EDP guarantees SchedulePro during the life of this contract and will

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT C
SPECIAL PROVISIONS**

fix any code defects encountered.

5. TERMINATION

5.1 Termination for Default

The State may terminate this Contract at any time if EDP is in default of its obligations under this Contract and such default remains unremedied for a period of 30 days from the date of receipt of notice of default by the State. Such right of termination shall be in addition to all other rights and remedies to which the State is entitled. Events of default shall include, without limitation: EDP's breach of or failure to perform any warranty or other obligation contained in the Contract; or EDP ceasing to conduct Hosting, Operations, Maintenance and Support Services.

5.2 Termination for Convenience

The State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to EDP. Upon termination for convenience, EDP shall refund any unused portion of the Contract to the State.

6. Limitation of Liability

6.1 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 EDP shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

6.2 EDP

Notwithstanding EDP's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification*, subject to applicable laws and regulations, in no event shall EDP be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and EDP's liability to the State shall not exceed one time (1X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

6.3 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.

7. Insurance and Bond

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT C
SPECIAL PROVISIONS**

All dollar amounts indicated in the Agreement refer to \$USD. Payments will be made in US dollars including any payments under the Contractors Insurance Policy

Based on current exchange rates, the Contractors insurance of \$3,000,000 CAD = \$2,279,207 USD.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| BUSINESS REQUIEMENTS | | | | | |
|---|---|-------------|---|--|--|
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | |
| DEMOGRAPHIC | | | | | |
| <i>DATA - Ability to enter and maintain the following Staff information (data):</i> | | | | | |
| B1.1 | First Name | M | Y | | |
| B1.2 | Middle Initial | M | Y | | |
| B1.3 | Last Name | M | Y | | |
| B1.4 | Credentials (RN, LPN, RNC, LNA, LMNA) | M | Y | | |
| B1.5 | Street Address | M | Y | | |
| B1.6 | City | M | Y | | |
| B1.7 | State | M | Y | | |
| B1.8 | Zip | M | Y | | |
| B1.9 | Home Phone Number | M | Y | | |
| B1.10 | Cell Phone Number | M | Y | | |
| B1.11 | email | M | Y | | |
| B1.12 | gender | O | Y | | |
| B1.13 | Status (active, retired, terminated, or resigned) | M | Y | | |
| B1.14 | Hire Date | M | Y | | |
| B1.15 | Inactive Date | M | Y | | |
| B1.16 | Position Number | M | Y | | |
| B1.17 | Job Title | M | Y | | |
| B1.18 | Supervisor | M | Y | | |
| B1.19 | Full Time/Part Time/Per diem | M | Y | | |
| B1.20 | Rank (RN, LPN, LNA, Etc.) | M | Y | | |
| B1.21 | Nursing Unit | M | Y | | |
| LONG TERM LEAVE | | | | | |
| <i>DATA - Ability to enter and fill rosters</i> | | | | | |
| B2.1 | Start Date | M | Y | | |
| B2.2 | End Date | M | Y | | |
| B2.3 | Leave Type | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|---|---|---|---|--|--|
| B2.4 | Notes | M | Y | | |
| B2.5 | Ability to add, update, and delete individual records | M | Y | | |
| Ability to create an unlimited number of fixed templates for groups of staff based on rotating fixed schedules | | | | | |
| B3.1 | Weekly | M | Y | | |
| B3.2 | every two weeks | M | Y | | |
| B3.3 | every four weeks | M | Y | | |
| B3.4 | every 7 weeks | M | Y | | |
| B3.5 | RNs, LPNs, Supervisors, Managers, etc. | M | Y | | |
| Ability to create working schedules based on various templates | | | | | |
| B4.1 | weekly schedule | M | Y | | |
| B4.2 | Every two week schedule | M | Y | | |
| B4.3 | Ability to customize codes to meet facility needs | | Y | | |
| B4.4 | Shift Codes | M | Y | | |
| B4.5 | Leave Codes | M | Y | | |
| B4.6 | Assignment | M | Y | | |
| B4.7 | Status | M | Y | | |
| B4.8 | Refusal | M | Y | | |
| B4.9 | Skill | M | Y | | |
| B4.10 | Assignment | M | Y | | |
| B4.11 | Unit | M | Y | | |
| B4.12 | Rank (RN, LPN, LNA, Etc.) | M | Y | | |
| B4.13 | Ability to apply color coding to different code sets for easy reference | M | Y | | |
| B4.14 | Ability to set minimum staffing needs based on individual unit needs | M | Y | | |
| Ability to manage created schedules | | | | | |
| B5.1 | Print | M | Y | | |
| B5.2 | View | M | Y | | |
| B5.3 | Edit | M | Y | | |
| B5.4 | Print individual or group calendars | M | Y | | |
| Ability to manage employee leave, overtime, and other changes | | | | | |
| B6.1 | Record employee call out (sick time, EAL, etc.) | M | Y | | |
| B6.2 | Find replacement based on availability | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|--|--|--------------------|------------|-----------------|-------------------------------------|
| B6.3 | Create lists of employee time used | M | Y | | |
| B6.4 | Create annual employee calendar showing sick time used in relationship to other days off to evaluate patterns | M | Y | | |
| B6.5 | Leave Codes | M | Y | | |
| Work Schedule availability | | | | | |
| B7.1 | Staff will have access to their own schedule via web interface as determined by management (i.e.: 4 weeks in advance, etc.) | M | Y | | |
| B7.2 | Staff will have ability to sign up for extra shifts via web interface | M | Y | | |
| B7.3 | Management will have access to report availability as needed via web interface | M | Y | | |
| B7.4 | Staff will have ability to swap shifts - rules setup by nursing management | M | Y | | |
| B7.5 | Work and absence reports can be configured by calendar style or by list for a one month to 12 month period of time | M | Y | | |
| Data Conversion, Availability, and Training | | | | | |
| B8.1 | Current employee data will be converted from current Schedule Pro system | M | Y | | |
| B8.2 | Core staff will receive training up to 24 hours via web based training at a mutually agreed upon time. | O | N | | Agreement is for 16hrs of training. |
| B8.3 | System will be available 24 hours per day / 7 days a week with the exception of planned maintenance. | M | Y | | |
| APPLICATION REQUIREMENTS | | | | | |
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | Y/N | Comments | Comments |
| GENERAL SPECIFICATIONS | | | | | |
| A1.1 | Ability to access data using open standards access protocol (please specify supported versions in the comments field). | M | Y | | |
| A1.2 | Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation. | M | Y | | |
| A1.3 | Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1 | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-----------------------------|--|---|---|--|--|
| A1.4 | Three (3) second web page response time | M | Y | | |
| APPLICATION SECURITY | | | | | |
| A2.1 | Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services. | M | Y | | |
| A2.2 | Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. . | M | Y | | |
| A2.3 | Enforce unique user names. | M | Y | | |
| A2.4 | Enforce the use of complex passwords for New Hampshire Veterans Home users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy. | M | Y | | |
| A2.5 | Encrypt passwords in transmission and at rest within the database. | M | Y | | |
| A2.6 | Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy | M | Y | | |
| A2.7 | Provide the ability to limit the number of people that can grant or change authorizations | M | Y | | |
| A2.8 | Establish ability to enforce session timeouts during periods of inactivity. | M | Y | | |
| A2.9 | The application shall not store authentication credentials or sensitive data in its code. | M | Y | | |
| A2.10 | Log all attempted accesses that fail identification, authentication and authorization requirements. | M | Y | | |
| A2.11 | The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. | M | Y | | This log is not shared with clients due to data privacy of other clients |
| A2.12 | All logs must be kept for 6 months | M | Y | | |
| A2.13 | The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain. | M | Y | | |
| A2.14 | Do not use Software and System Services for anything other than they are designed for. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| A2.15 | The application Data shall be protected from unauthorized use when at rest | M | Y | | |
|-------------------------------------|--|-------------|----------|-----------|--|
| A2.16 | The application shall keep any sensitive Data or communications private from unauthorized individuals and programs. | M | Y | | |
| A2.17 | Subsequent application enhancements or upgrades shall not remove or degrade security requirements | M | Y | | |
| A2.18 | Utilize change management documentation and procedures | M | Y | | |
| A2.19 | Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible. | M | Y | | |
| TESTING | | | | | |
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | Priority | Frequency | Comments |
| APPLICATION SECURITY TESTING | | | | | |
| T1.1 | All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets. | M | Y | | |
| T1.2 | The Vendor shall be responsible for providing documentation of security testing, as appropriate. 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. | M | Y | | |
| T1.3 | Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users | M | Y | | Raw data will not be shared due to privacy of our other clients. |
| T1.4 | Test for Access Control; supports the management of permissions for logging onto a computer or network | M | Y | | |
| T1.5 | Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools. | M | Y | | |
| T1.6 | Test the Intrusion Detection; supports the detection of illegal entrance into a computer system | M | Y | | |
| T1.7 | Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

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|-------|--|---|---|--|--|
| T1.8 | Test the User Management feature; supports the administration of computer, application and network accounts within an organization. | M | Y | | |
| T1.9 | Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network | M | Y | | |
| T1.10 | Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system | M | Y | | |
| T1.11 | Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server. | M | Y | | |
| T1.12 | For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)) | M | Y | | |
| T1.13 | Provide the State with validation of 3rd party security reviews on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code and expert code review (please specify proposed methodology in the comments field). | O | N | | EDP performs security testing internally using the OWASP Zed Attack Proxy (ZAP) tool |
| T1.14 | Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. | M | Y | | Information will be provided on demand |
| T1.15 | Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment. | M | Y | | |
| T1.16 | The State will be notified in the event the EDP changes either their development methodology for validating code or their hosting vendor to ensure current controls remain in place for the life of the contract. | M | Y | | |

STANDARD TESTING

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-----------------------------------|---|--------------------|---|--|---|
| T2.1 | The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Attachment A. | M | Y | | |
| T2.4 | The vendor must define and test disaster recovery procedures. | M | Y | | |
| HOSTING-CLOUD REQUIREMENTS | | | | | |
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | | | Comments |
| OPERATIONS | | | | | |
| H1.1 | Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. | M | Y | | |
| H1.2 | State access will be via internet browser | M | Y | | |
| H1.3 | At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the System. | M | Y | | |
| H1.4 | At a minimum, the System should support this client configuration; I3, 4GB RAM, Windows 7, IE9 but capable of running IE11 and Edge and Minimum of MS Office 2010 if there is any office integration | M | Y | | |
| H1.5 | Vendor shall provide a secure Tier 3 or greater Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services. | M | Y | | Hosting provider meets SSAE 16 standards which comply with Sarbanes Oxley rules |
| H1.6 | The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center. | M | Y | | |
| H1.7 | Vendor must monitor the application and all servers. | M | Y | | |
| H1.8 | Vendor shall manage the databases and services on all servers located at the Vendor's facility. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|--------------------------|--|---|---|--|--|
| H1.9 | The monthly patching is the minimum and patching for high vulnerabilities should be done immediately after release. | M | Y | | |
| H1.10 | Vendor shall monitor System, security, and application logs. | M | Y | | |
| H1.11 | Vendor shall manage the sharing of data resources. | M | Y | | |
| H1.12 | Vendor shall manage daily backups, off-site data storage, and restore operations. | M | Y | | |
| H1.13 | The Vendor shall monitor physical hardware. | M | Y | | |
| H1.14 | The Vendor shall report any breach in security in conformance with State of NH 359-C: 20 to the New Hampshire attorney general's office. | M | Y | | |
| DISASTER RECOVERY | | | | | |
| H2.1 | Vendor shall conform to adequate disaster recovery procedures. | M | Y | | |
| H2.2 | Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs outlined in the RFP. | M | Y | | |
| H2.3 | The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced. | M | Y | | |
| H2.4 | Vendor shall adhere to a defined and documented back-up schedule and procedure. | M | Y | | |
| H2.5 | Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure. | M | Y | | |
| H2.6 | Scheduled backups of all servers must be completed regularly. At a minimum, host servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster. | M | Y | | |
| H2.7 | The minimum acceptable frequency is differential backup daily, and complete backup weekly. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-----------------------------|---|---|---|--|--|
| H2.8 | Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility. | M | Y | | |
| H2.9 | All data must be encrypted in transit and at rest. | M | Y | | |
| H2.10 | Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs. | M | Y | | |
| NETWORK ARCHITECTURE | | | | | |
| H3.1 | The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window. | M | Y | | |
| H3.2 | The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application. | M | Y | | |
| H3.3 | Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service. | M | Y | | |
| H3.4 | The Vendor' network architecture must include redundancy of routers and switches in the Data Center. | M | Y | | |
| HOSTING SECURITY | | | | | |
| H4.1 | The Vendor shall employ security measures to ensure that the State's application and data is protected. | M | Y | | |
| H4.2 | If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-------|---|---|---|--|--|
| H4.3 | All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection. | M | Y | | |
| H4.4 | All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability. | M | Y | | |
| H4.5 | The Vendor shall notify the State Subject Matter Expert of any security breaches within two (2) hours of the time that the Vendor learns of and confirms their occurrence. | M | Y | | |
| H4.6 | The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application. | M | Y | | |
| H4.7 | The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts. | M | Y | | |
| H4.8 | The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request. | M | Y | | |
| H4.9 | Logging shall go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs. | M | Y | | |
| H4.10 | The operating system and the data base shall be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, or NSA (please specify whose guidelines are followed in the comments field) | M | Y | | System is built on Windows Server and Microsoft SQL server. The platform meets the standards listed. |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-------|--|---|---|--|------------------------------------|
| H4.11 | The Vendor must provide reports to the State Subject Matter Expert on a quarterly basis to validate that redundancy is in fact in place and backup/restores are functioning. | M | Y | | Provided on demand by the customer |
|-------|--|---|---|--|------------------------------------|

SERVICE LEVEL AGREEMENT

| | | | | | |
|------|---|---|---|--|--|
| H5.1 | The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance. | M | Y | | |
| H5.2 | The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System. | M | Y | | |
| H5.3 | A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied. | M | Y | | |
| H5.4 | The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes. | M | Y | | |
| H5.5 | All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers. | M | Y | | |
| H5.6 | The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable. | M | Y | | |

SUPPORT & MAINTENANCE REQUIREMENTS

| State Requirements | | | | | |
|--------------------|-------------------------|-------------|--|--|--|
| Req. # | Requirement Description | Criticality | | | |

SUPPORT & MAINTENANCE REQUIREMENTS

| | | | | | |
|------|---|---|---|--|--|
| S1.1 | The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof. | M | Y | | |
| S1.2 | Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|------|--|---|---|--|---|
| | as required. | | | | |
| S1.3 | Repair software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract. | M | Y | | |
| S1.4 | The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday Eastern Time zone (ET). | O | N | | Support is offered from 8am to 6pm PST |
| S1.5 | The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. | M | Y | | Issues are classified as part of the support process. Guaranteed response times are only provided to clients purchasing an SLA agreement. This option is not included in the current quote. |
| S1.6 | The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. | M | Y | | |
| S1.7 | For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| | | | | | |
|-------|---|---|---|--|---|
| | number, 8) Issue identified by; | | | | |
| S1.8 | The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems. | M | Y | | |
| S1.9 | As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies – The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties | O | N | | Guaranteed response times are available to clients who purchase an SLA agreement from EDP. That is not included in the current quote. |
| S1.10 | The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages. | M | Y | | |
| S1.11 | A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT D
REQUIREMENTS**

| S1.12 | The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close. | M | Y | | |
|---------------------------|---|-------------|----------|--------|----------|
| PROJECT MANAGEMENT | | | | | |
| State Requirements | | | | | |
| Req # | Requirement Description | Criticality | Priority | Status | Comments |
| PROJECT MANAGEMENT | | | | | |
| P1.1 | Vendor shall participate in an initial kick-off meeting to initiate the Project. | M | Y | | |
| P1.2 | Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every week. | M | Y | | |
| P1.3 | All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation; saved in 2010 MS Word format and sent to the State Subject Matter Expert. | M | Y | | |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
EXHIBIT E
CERTIFICATES**

The following Certificates are hereby included herein.

1. Contractor's Certificate of Vote/Authority
2. Contractor's Certificate of Good Standing
3. Contractor's Certificate of Insurance

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

EDP's implementation process is a proven implementation process, which enables organizations to start using the SchedulePro solution within a short period from the project approval. The goal of the implementation is to minimize or eliminate customizations, systems integrations, and data migrations. Instead, by using features available out of the box, the implementation can be completed as rapidly and cost effectively as possible.

The implementation process is divided into five project phases:

1. Kickoff & Initial System Setup (Initiating)
2. Discovery & Requirements Gathering (Planning)
3. Implementation (Execution & Control)
4. Training & User Acceptance Testing (Execution & Control)
5. Go-live & Transition to Support (Deployment & Closeout)

These phases are illustrated below:

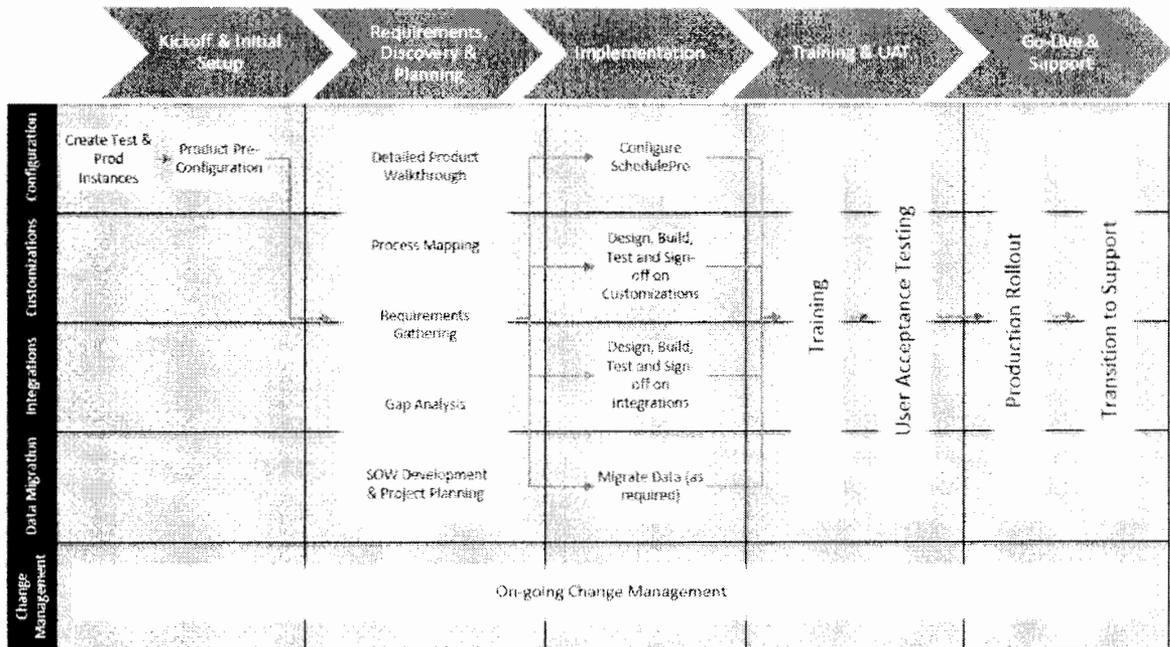


Figure 1: SchedulePro's Implementation Process

The following sections summarize each of these phases.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

1.1 Kickoff & Initial System Setup

The goal of this phase is two-fold:

1. Introduce and align the EDP and the State project teams via an official project kickoff
2. Get a base version of SchedulePro up and running with sample data.
 - The second point involves getting the base system deployed, and initial configuration working in the Cloud so that the State can access their instance as soon as possible.
 - In order to do the initial configuration, EDP will provide the State with pre-implementation worksheets so that a set of base data can be imported into SchedulePro.
 - Having a base configuration allows the State to see a sample set of their data configured in SchedulePro from the start.

1.2 Discovery & Requirements Gathering

The initial phase is followed by on-site discovery and requirements gathering sessions. During these sessions, an EDP business analyst will review the SchedulePro product and processes in detail with the State's subject matter experts. Strategies and considerations for project management; user training, user acceptance testing, and production roll out will also be discussed. Additional discovery sessions related (but not limited) to required system integration components and required customizations can be added to the schedule with agreement between the State and EDP.

At the completion of this phase, EDP will produce a report outlining the functional and non-functional gaps, and will identify possible systems integrations and required data migrations. To avoid additional costs, suggestions for business process changes will be offered as an alternative to customizations to fill gaps.

- Prior to entering into the next phase, the State will decide which customizations and integrations to move forward with.
- These inputs will be used in the development of the project statement of work and the project plan for the Implementation phase.

The following sections outline the processes used in this phase.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

Functional Requirements Gathering Process

- Review the SchedulePro system in detail with the appropriate subject matter experts to identify new gaps, resolve previously identified gaps, and determine workarounds and changes required to the product based on this information. All potential changes to the product are identified as 'accepted as is', 'requires change,' or 'future requirement'.
- Validate the standard SchedulePro business rules, approval conditions, verbiage, task inventory, and reports against the State's business processes. Any identified potential configurations are documented.
- Provide mockups, wireframes, prototypes, use cases, and algorithm description. Where required, detailed process flow diagrams or state diagrams will be incorporated to provide additional clarity.

Integration Requirements Gathering Process

- Review and discuss the systems that will need to be integrated with the product.
- Identify the mechanism for each integration: on-demand report, scheduled data export, automated email, event-driven API, or web service.
- Conduct meetings with internal users and external system owners/stakeholders to clarify integration processes, formats, and mappings. These meetings ensure that the timing of the integration process, the auditing requirements, and the error handling processes are clearly articulated to coincide with the business need.
- Outline the schedule, processes, formats, and mappings for integration of external systems to the product.
- Review the existing SchedulePro integration capabilities to help drive decisions and approaches to overall integration strategy.

Definition of EDP's Technology Requirements Process

- Collaborate with the appropriate IT team to document technology specifications, such as implementation sites, number of workstations/users per site, and estimated number of users, roles, and transaction volumes to be supported concurrently per site, to arrive at recommended technology alternatives. This step identifies requirements for preferred test and production operating environments.
- Publish certified platform levels of all required software.
- Identify security policies and standards.
- Document the sequence of installation and dependencies, as required.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

- Review the responsibilities for, implementation, maintenance, and support of the technology.

Historical Schedule Data Migration Requirements Gathering Process (Optional)

- Data migration is an extremely time intensive part of the implementation process. It is recommended that data migration requirements be minimized to ensure project is kept within the tight timelines.
- Collaborate with subject matter experts on various schedule data repositories to identify potential data migration sources.
- Determine which schedule entities and data must be migrated. This is a collaborative process whereby the business decisions are made with full knowledge of how these decisions will impact the initial and ongoing production system.
- Establish mapping and transformation requirements from legacy data sources to SchedulePro's data migration imports.

1.3 Implementation

During this phase, EDP along with the State is executing the project plan that resulted from the previous phases *using an agile project methodology*. EDP will work with the State to further configure the system based on selections and preferences of the customer's subject matter experts. This phase also includes knowledge transfer from EDP to the State in addition to user training. The implementation phase is completed with user acceptance testing, just prior to go-live.

Design and Development

EDP's development team will design, code and test the enhancements and integrations for SchedulePro using an agile methodology. The State will be able to iteratively test the enhancements and integrations as they are completed, allowing EDP and the State to adjust requirements as needed.

Configuration

Once the SchedulePro account is created, the product will be configured for the State's specific scheduling requirements. State resources will be required to gather all employee

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

data to be migrated into the system. EDP resources will use the information gathered by the State to migrate the data.

Training

Proper training is a key to being able to successfully use any software system. EDP ensures that all users understand and feel comfortable with the system during EDP's training sessions. Good training, coupled with company commitment to the product, will greatly ease the transition to the new system.

The "Train-the-Trainer" approach is the most cost effective approach for our clients and will be used to train State staff. The benefits of the approach are twofold:

1. The approach minimizes the cost of hiring expensive outside trainers.
2. Having internal company employees train the general staff builds team bonds and minimizes resistance to "outside" people.

EDP will train a select group of "super users" for the State. After the training program, these employees will be capable of fully administering the SchedulePro program and training subsequent users on the system functionality.

EDP trainers will conduct in person on-site training on the configured production system so that participants have a realistic experience. The training schedule varies based on class size, is hands-on in nature, and covers all application functionality. The material is tailored to include State specific configurations and customizations. The State will determine the number of participants. Training will occur immediately prior to the user acceptance testing period to prepare the State team for testing.

In relation to Training documentation, EDP will provide the State with:

- Online resources, including context sensitive Help files for SchedulePro
- All training decks used during user training

These resources will allow the State to train future end users independent of EDP. EDP recommends planning for an optional follow-up refresher training session two to three months after go-live which can be customized to cover specific functional areas that may require more in-depth training once the State team has experience with the application.

User Acceptance Testing

State end-users will test the system to ensure the system has been configured correctly and functioning according the requirements. EDP incorporates planning for UAT early on in the project to ensure that the project deliverables are properly aligned with State-defined acceptance criteria. EDP will collaborate directly with State staff to create a complete traceable UAT test plan that covers all identified components that define the solution.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

Once the initial configuration and any required custom development is complete, onsite training is provided by EDP Business Analysts to walk through the entire solution with the State staff. At the end of the training, the UAT period will begin. In addition, the EDP support team is introduced into the process during the UAT phase to ensure that there is a collaborative hand-off from the project team to the State services support team in advance of the production roll-out of the product.

When UAT begins, the State will be responsible for managing the assignment, execution and approval of the required test cases to staff. Any issues found during the UAT phase will be reported to the customer support team for resolution in the scope of the project according to mutually agreed upon service level agreements.

On-going Project Management

On-going project management during the implementation is key to a successful project. Both the State and EDP project teams will work to ensure the practices established during the Discovery and Requirements Gathering phase are followed and adapted as needed.

Note: Any changes to scope or requirements that arise during the implementation process will follow EDP's project management best practices related to change management.

1.4 Go-live & Transition to Support

Once user acceptance testing is completed and the State has signed off on the configuration and customizations, the next phase is the production roll-out. The project is capped with the implementation's transition to support.

Go-live planning is carefully mapped out to mitigate any risk. This involves strong communication between both project teams to ensure that all known risks are documented and planned for.

Ahead of rollout, EDPs support manager will walk through the support process. That way, the State team and EDPs support team are completely clear on when and how to report issues, as well as what to expect when an issue comes up.

Support

EDP's project manager will remain on the project post go-live for a predefined period to ensure there is a smooth transition. Additionally:

- The State will have a dedicated support representative who will respond to issues according to the service requirements outlined in this Attachment A.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY ON BEHALF OF
THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT A
IMPLEMENTATION PROCESS**

- The State support representative will monitor all State issues and provide timely severity based status to the State summarizing all account activity.
- A development resource will also be allocated to supporting the State, for a predefined period, to allow for the quick resolution of serious issues according to the service requirements outlined in this Exhibit D.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT B
IMPLEMENTATION MILESTONES AND DELIVERABLES**

The outline shown below outlines milestones, key deliverables and resourcing assumptions for a complex implementation assuming custom development work.

| Milestone | Description | EDP Resources | State Resources |
|---|--|-------------------------------------|--|
| Project Kickoff | <p>Define project boundaries, goals and objectives.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - Discussions with key stakeholders on goals and objectives - Project Kick off meeting - Agreed upon list of goals and phases for the project | Executive Sponsor, Project Manager | State Executive Sponsor, State Contract Manager, State Subject Matter Experts, State Technical Manager |
| Initial System Setup & Configuration | <p>Get the base system up and running with a minimal set of configured data</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - SchedulePro cloud instance is available to the State - Instance is configured with a minimum set of State data (e.g. base users) | Project Manager | State Subject Matter Experts, State Technical Manager |
| Requirements Analysis (onsite) | <p>Gather and document all requirements of the organization.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - Business rule analysis and translation into SchedulePro setup and configuration - On-site report detailing the functional gap analysis and detailed description of customizations, integrations and required data migrations - Project statement of work - SchedulePro project plan | Project Manager, Technical Resource | State Subject Matter Experts, State Technical Manager |
| Configuration / setup, designing of user codes, data entry | <p>The product is configured to meet your needs.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - SchedulePro configurations | Project Manager | Subject Matter Experts |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT B
IMPLEMENTATION MILESTONES AND DELIVERABLES**

| Milestone | Description | EDP Resources | State Resources |
|--|--|---|--|
| | <p>match the State business processes</p> <ul style="list-style-type: none"> - Employee data is input into the system along with shift patterns and templates - System is ready for testing and training on live site (excluding any customizations or integration testing) | | |
| Design, Development and Testing | <p>Using the agile methodology, design, code and test enhancements, integrations and data migrations.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - Agreed enhancements are developed and tested iteratively - Integration and end-to-end system testing is completed by EDP with the support of the State - States can sign-off on functionality as it is developed. | <p>Project Manager, Design Team (Developers and QA Staff)</p> | <p>State Subject Matter Experts, State Technical Manager</p> |
| Training (onsite) | <p>EDP Train-the-Trainer training for</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - State-tailored training is created based on EDP's standard training and any customizations developed for the State - Schedulers, managers and super users go through train-the-trainer end-to-end training. - Final stage of training is for the State staff to independently create full schedules with EDP resources available to support | <p>Project Manager</p> | <p>Key end-users and subject matter experts</p> |
| User Acceptance Testing | <p>The State to develop and execute test plans.</p> <p>Key Deliverables:</p> <ul style="list-style-type: none"> - The State, with the support of the EDP team, works to develop fully traceable test plans - Test plans are created for functional requirements, | <p>Project Manager</p> | <p>Subject Matter Experts</p> |

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
ON BEHALF OF THE NEW HAMPSHIRE VETERANS HOME
2017-025 NURSE SCHEDULING SYSTEM UPGRADE
ATTACHMENT B
IMPLEMENTATION MILESTONES AND DELIVERABLES**

| Milestone | Description | EDP Resources | State Resources |
|------------------------------|--|----------------------------------|---|
| | integration requirements, customizations by the State - End-to-end testing is performed by the State - Bugs are addressed based on the agreed upon SLA - Additional GAPS or scope changes are handled via the Project Change Control process - State signs off on testing according to requirements. | | |
| Deployment/Go-live | Deploy the system to end-users. Key Deliverables: - Scheduling is transitioned to SchedulePro Web hosted as service Starter Edition. - End users are now using SchedulePro Web hosted as service Starter Edition. | Project Manager | State Subject Matter Experts, State Technical Manager |
| Transition to Support | Transition the project from the EDP implementation team to the State support team Key Deliverables: - The State team and EDP support team walk through the SLA and support process - The State system admins will work with EDP Support to resolve any issues found | Project Manager, Support Manager | State Subject Matter Experts, State Technical Manager |

Certificate of Authority # 1

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

Corporate Resolution

I, Brian Chow, ^{the Director of Finance} hereby certify that I am ~~duly elected Clerk/Secretary~~ of
(Name)
EDP Software Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on Feb 7, 2017
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sachin Agrawal, CEO (may list more than one person) is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of

EDP Software Inc. with the State of New Hampshire and any of
(Name of Corporation or LLC)

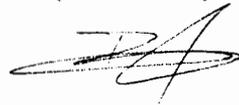
its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect
the purpose of this vote.

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

DATED: 2017-03-03

ATTEST: Brian Chow, Dir of Finance
(Name & Title)


Signature of Notary Public



TARUNA AGRAWAL, Barrister & Solicitor
Name and Title of Notary

TARUNA AGRAWAL
Barrister & Solicitor
550 - 943 W. Broadway, 67.
Vancouver, BC V5Z 4L7
Telephone: 604-685-9299
Facsimile: 604-669-9099

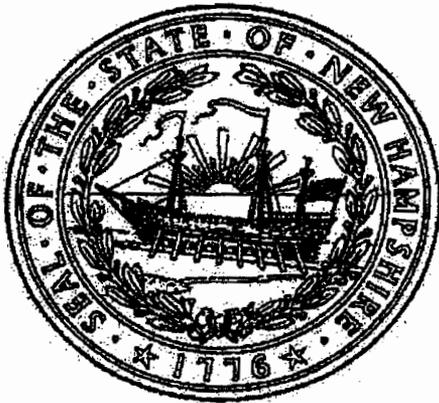
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EDP SOFTWARE INC. is a Canada Profit Corporation registered to transact business in New Hampshire on January 03, 2017. 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: 762547



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of January A.D. 2017.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



BFL CANADA Insurance Services Inc.
1177 West Hastings Street, Suite 200
Vancouver, British Columbia V6E 2K3
Tel.: (604) 669-9600
1-866-669-9602
Fax: (604) 683-9316

Certificate of Insurance

This is to certify to: **To Whom it May Concern**
that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **EDP Software**
Address: **101 – 887 Great Northern Way**
Vancouver, BC V5T 4T5

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:
Evidence of Commercial General Liability and Professional Liability Insurance

| Type | Insurer and Policy Number | Policy Period from (mm/dd/yyyy) to (mm/dd/yyyy) | Limit of Insurance |
|-------------------------------------|---------------------------|---|--|
| Commercial General Liability | Encon Group Inc. | 04/01/2016 | \$3,000,000 each Occurrence |
| | | TO | \$3,000,000 Aggregate Limit |
| | Policy Number: TBA | 04/01/2019 | \$3,000,000 Personal and Advertising Liability |
| Professional Liability | Encon Group Inc. | 04/01/2016 | \$3,000,000 Per Claim |
| | | TO | \$3,000,000 Per Policy Period |
| | Policy Number: TBA | 04/01/2019 | |

Additional Information:

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Insurance Services Inc.

Per:

Signed in Vancouver, BC on 29 March 2016

Authorized Representative