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52 [Signature]



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

P.O. BOX 1806
CONCORD, NH 03302-1806

Doreen Wittenberg
Director

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

May 14, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

Retroactive / Sole Source
15% Other / 85% General

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **sole source, retroactive** contract with Abilis Solutions Corp. (VC# 153240), 245 Commercial Street, Suite 303, Portland, ME 04101, in the amount of \$1,599,987.51, for the provision of software support and maintenance services for the Corrections Offender Management Information System (CORIS) from April 1, 2015 to June 30, 2019, effective upon Governor and Executive Council approval.

Funding is available for the *Department of Corrections* as follows with the authority to adjust encumbrances in each of the Sate fiscal years through the Budget Office, if needed and justified. Funding for SFY 2015, SFY 2016, SFY 2017 SFY 2018 & SFY 2019 is contingent upon the availability and continued appropriation of funds. This contract is funded by 15% Other Funds and 85% OIT General Funds for Agency Class 027 used by the New Hampshire Department of Corrections to reimburse the Department of Information Technology (DoIT) for SFY 2015, 33% Other Funds and 67% OIT General Funds for SFY 2016 & 2017 and 0% Other Funds and 100% OIT General Funds for SFY 2018 & 2019, respectfully.

Abilis Solutions Corp.

Account	Description	Job #	SFY 15	SFY 16	SFY 17	SFY 18	SFY 19
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NHDOC Funds							
010-046-8303-102-500731	Restitution Funds	N/A	22,040.98	94,093.44	95,751.32	-	-
010-046-9999-999-999999	Canteen Funds	N/A	3,390.92	16,802.40	17,098.45	-	-
% Other Funds			15%	33%	33%	0.00%	0.00%

DOIT Funds							
01-03-03-030010-76460000-DoIT-IT for DOC 038-509038-Technology Software	OIT Funds	3460009	34,874.00	160,152.00	164,119.00	258,009.00	264,416.00
01-03-03-030010-76460000-DoIT-IT for DOC 046-500465-Consultants	OIT Funds	3460009	109,240.00	70,000.00	70,000.00	110,000.00	110,000.00
% of OIT - State General Funds			85%	67%	67%	100.00%	100.00%

Totals by SFY	169,545.90	341,047.84	346,968.77	368,009.00	374,416.00
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Total Abilis Solutions Corp. Contract	\$ 1,599,987.51
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EXPLANATION

This contract is **sole source** because Abilis Solutions Corp. is the sole developer and implementer of the Departments' Corrections Offender Information System (CORIS), a proprietary software application. It is **retroactive** due to the amount of time for the contractor to assemble the correct documentation for the contract. CORIS is the NH Department of Corrections primary system of record and contains all electronic offender files. It serves as the main operational system for most day-to-day functions within the department. As such, it is subject to frequent revisions based on changes to internal processes and external influences such as statutory changes. There are normally two (2) updates made to the CORIS system annually. These bi-annual updates are covered under the ongoing maintenance agreement with Abilis Solutions Corp. However, any larger revisions that require work beyond that is included in the maintenance agreement.

The original contract was approved by Governor and Executive Council on March 9, 2005, Item # 26A, for the period of April 1, 2005 through March 31, 2007, with four (4) options to renew for an additional period of two (2) years each. The original contract was amended by Amendment A, 2004-024A, by the Fiscal Committee on November 16, 2005, Item # FIS 05-231 and Governor and Executive Council on December 7, 2005, Item # 37 to accept and expend additional federal, National Criminal History Improvement Program (NCHIP), funding, in the amount of \$300,000.00, to interface CORIS with other New Hampshire criminal justice computer systems; the Fiscal Committee on September 19, 2006, Item # FIS 06-283 and Governor and Executive Council on September 27, 2006, Late Item K, to approve the extension of a federal grant award end date to June 30, 2007, with no increase in funding; Amendment B, 2004-024B, by the Governor and Executive Council on October 17, 2007, Item # 43 to decrease the price limitation and extend the contract end date to March 31, 2009; Amendment C, 2004-024C, by the Governor and Executive Council on June 25, 2008, Item # 90 to increase the price limitation and extend the contract end date to March 31, 2013; and Amendment D, 2004-024D, by the Governor and Executive Council on June 19, 2013, Item # 141 to increase the price limitation and extend the contract end date to March 31, 2015.

This contract will provide the continued support and maintenance of the proprietary software application of the Corrections Offender Information System for the Department.

Respectfully Submitted,



William L. Wrenn
Commissioner



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Denis Goulet
Commissioner

May 20, 2015

William L. Wrenn, Commissioner
State of New Hampshire
Department of Corrections
105 Pleasant St.
PO Box 1806
Concord NH 03302-1806

Dear Commissioner Wrenn:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source, retroactive** contract with Abilis Solutions Corp. (VC #153240), 245 Commercial Street, Suite 303, Portland, ME 04101, described below and referenced as DoIT No. 2015-120.

This is a contract for the provision of software support and maintenance services of the Corrections Offender Management Information System (CORIS) application for the department for a total amount of \$1,599,987.51. The contract will become effective upon Governor and Council approval from April 1, 2015 to June 30, 2019.

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

Sincerely,

Denis Goulet

DG/mh
A&E RID# 16909
2015-120

cc: Leslie Mason, Contract Manager, DoIT



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
OFFICE OF THE COMMISSIONER**

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5603 FAX: 603-271-5643
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Doreen Wittenberg
Director

DoIT APPROVAL REQUEST LETTER

May 13, 2015

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

Requested Action and Explanation

The Department of Corrections (NHDOC) is seeking the approval and support of Contract #2015-120 NHDOC Corrections Offender Management Information System (CORIS) – Support and Maintenance with Alibis Solutions Corp (Abilis). This contract will provide support and maintenance services for the department’s offender management system, known as CORIS. CORIS has been in use at the department since 2006 and support and maintenance has been provided by the vendor, Abilis under the original contract 2004-024 and its amendments. The extension period on that contract has expired and so the department is seeking to establish a new contract with Abilis to provide services. Due to the proprietary nature of CORIS, this contract did not go through the RFP process and we are seeking this as a sole source contract. Funding for this contract will come from three sources; NHDOC Class 027, NHDOC Canteen funds, and NHDOC Restitution surcharge funding as shown below.

Funding is available in the Agency Software Division and the Operations Division in the following accounts for State Fiscal Year (SFY) 2015-2019, contingent upon the availability and continued appropriation of funds.

Account	Job #	Description	SFY 2015-2019	Amount
010-003-7646-038-0230	3460009	OIT Funds		\$881,570.00
010-003-7646-046-0465	3460009	OIT Funds		\$469,240.00
010-046-8303-102-0731	N/A	Restitution Funds		\$211,885.74
010-046-9999-999-9999	N/A	Canteen Funds		\$37,291.77
Total				\$1,599,987.51

Prior Related Actions

Previous actions include approval of contract 2004-024 and four subsequent amendments between 2006 and 2013.

Alternatives and Benefits

Due to the proprietary nature of the software, it would not be possible to have another vendor perform support and maintenance services so the option to issue an RFP to procure these support services was not considered.

It would be possible to issue a new RFP for a completely new offender management system but the cost of such an endeavor would be several million dollars and thousands of hours in staff time, not to mention the loss of all work done to this point around the existing offender management system for data collection and reporting. This alternative is simply not feasible.

The final alternative would be to discontinue all support and maintenance of the system. Whereas the system is proprietary, the State is precluded for making any repairs or changes to the system so we would be unable to support the system internally so the option to support the system internally is not feasible.

Open Standards

As this contract is for services and not software, open source options are not applicable. The department is also not aware of any open source options in the offender management system field.

Impact on Other State Agencies and Municipalities

Lack of support and maintenance for the department's primary offender management system would have statewide impact. Without support, it would be only a matter of time before a system failure occurred. Failure of that system could potentially have serious safety and security ramifications. All of the information on several thousand offenders is stored there including release dates, security concerns, housing information, victim information, etc.

Summary of Requested Action:

Date of most recently approved AITP: 2011
AITP Initiative / Project Name: Not in AITP, System was already in place
AITP initiative / Project Number: N/A
A&E System Request ID: 136909

Requisition Information:

Vendor Name
Alibis Solutions Corp.

Funding Sources and Amounts:

	Object Code(s)	SFY 2015	SFY 2016	SFY 2017	SFY 2018	SFY 2019	Total
STATE		\$144,114.00	\$230,152.00	\$234,119.00	\$368,009.00	\$374,416.00	\$1,350,810.00
FEDERAL							
OTHER (Specify Source, ie: Registration Fees)		3,390.92 Canteen Funds 22,040.98 Restitution Funds	16,802.40 Canteen Funds 94,093.44 Restitution Funds	17,098.45 Canteen Funds 95,751.32 Restitution Funds			\$249,177.51
TOTAL		\$169,545.90	\$341,047.84	\$346,968.77	\$368,009.00	\$374,416.00	\$1,599,987.51

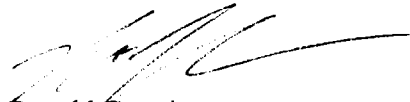
CONTACT PERSON:

Ronald Cormier
Contract Manager
105 Pleasant Street
Concord, NH 03301
Telephone: (603) 271-4926
Email: ronald.cormier@doc.nh.gov

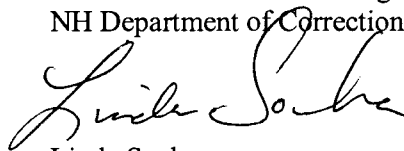
CERTIFICATION

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

Respectfully Submitted,

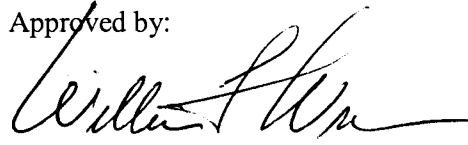


Ronald Cormier,
Business Information Manager
NH Department of Corrections



Linda Socha,
DOC Information Technology Leader
Department Of Information Technology

Approved by:



William Wrenn,
Commissioner
NH Department of Corrections

RID 136909
Contract Number: 2015-120

Cc: Leslie Mason, IT Manager

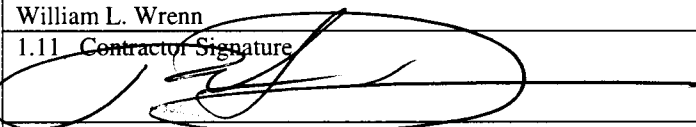
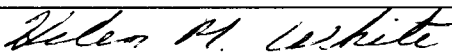
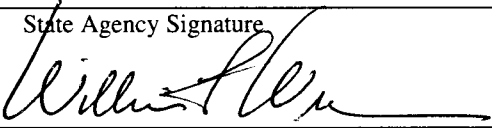
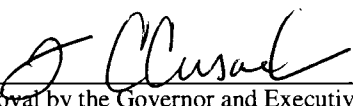
Subject: Corrections Information System (CORIS) Software Support and Maintenance Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302	
1.3 Contractor Name Abilis Solutions Corp.		1.4 Contractor Address 245 Commercial St., Suite 303, Portland, ME 04101	
1.5 Contractor Phone Number (732) 218-5705 Ext 158	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,599,987.51
1.9 Contracting Officer for State Agency William L. Wrenn		1.10 State Agency Telephone Number (603) 271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Pat Dionne, VP, General Manager	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>April 23, 2015</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] HELEN M. WHITE Notary Public, Maine My Commission Expires July 5, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace		[Seal]	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
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) By:  On: <u>5/21/15</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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
NH DEPARTMENT OF CORRECTIONS
OFFENDER MANAGEMENT SYSTEM SUPPORT AND MAINTENANCE
GENERAL PROVISIONS, CONTRACT AGREEMENT 2015 – 120 – PART 1**

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
CCP	Change Control Procedures
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Change Proposal (CP)	
Chief Information Officer (CIO)	
CJIS Addendum	Requires Contractor and Subcontractors to maintain a security program consistent with federal and state laws, regulations, and standards including the CJIS Security Policy in effect when contract is executed, as well as with policies and standards by the Criminal Justice Information Services Advisory Board.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i> .
Configuration Management (CM)	
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as

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	specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See <i>General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 1: Contract Documents</i>).
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See <i>General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 4: Contract Management</i>).
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in <i>General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)</i> , Block 1.8 as well as <i>Consolidated Exhibits, Contract Agreement 2015-120 – Part 2, Exhibit B: Price and Payment Schedule</i> .
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
CORIS	Correction's Offender Management Information System
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Contractor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Contractor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used

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	/converted by the Contractor during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Equal Employment Opportunity (EEO)	
Federal Acquisition Regulations (FAR)	
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to

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	increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
GUI	Graphical User Interface
Harvest	Software to archive and/or control versions of software
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Abilis as essential to work on the Project.
Licensee	The State of New Hampshire
NH Department of Corrections	New Hampshire Department of Corrections (herein known as the "NHDOC," "DOC," "State," "Corrections" or "Department").
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.

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Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
P-37 (version 01/09)	State of New Hampshire Long Form Contract
PREA	Prison Rape Elimination Act
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Contractor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Revised Statutes Annotated (RSA)	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance

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	of Services and other Project events and activities under the Contract.	
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.	
Software	All custom Software and COTS Software provided by the Contractor under the Contract.	
Software Deliverables	COTS Software and Enhancements	
Software License	Licenses provided to the State under this Contract.	
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to this Contract.	
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.	
State	STATE is defined as: State of New Hampshire Department of Corrections 105 Pleasant Street Concord, NH 03301	STATE is defined as: State of New Hampshire Department of Corrections P.O. Box 1806 Concord, NH 03302
	Reference to the term "State" shall include applicable agencies.	
State Data	Any information contained within State systems in electronic or paper format.	
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.	
State Project Leader	State's representative with regard to Project oversight.	
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).	
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.	
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.	
TBD	To Be Determined	
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may	

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	consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Abilis is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Warranty Period	A period of coverage during which Abilis is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Hours	Contractor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hours day, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced in conjunction with any change requests for major enhancements. The Work Plan shall include a detailed description of the Schedule, requirements document, functional specifications, test plan and deployment plan.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Corrections (“State”), and Abilis Solutions Corp. a Maine Corporation, (“Abilis”), and has its principal place of business in Portland, Maine.

RECITALS

The State desires to have Abilis provide software support and maintenance services, in addition to future enhancements for the proprietary offender management system known as Correction’s Offender Management Information System (CORIS) and associated Services for the State;

Abilis wishes to provide software support and maintenance services, in addition to future enhancements for the proprietary offender management system known as CORIS.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract is comprised of the following documents (Contract Documents):

- A. Part 1 – *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09)*;
- B. Part 1 – *General Provisions, Contract Agreement 2015 – 120 – Part 1*; and
- C. Part 2 – *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2*:
 - Exhibit A - Contract Deliverables
 - Exhibit B - Price and Payment Schedule
 - Exhibit C - Special Provisions
 - Exhibit D - Administrative Services
 - Exhibit E - Implementation Services
 - Exhibit F - Testing Services
 - Exhibit G – System Maintenance and Support Services
 - Exhibit H - Software License and Related Terms
 - Exhibit I - Warranties and Warranty Period
 - Exhibit J - The Vendor Proposal, by reference
 - Exhibit K - Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

- A. *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*;
- B. *General Provisions, Contract Agreement 2015 – 120 – Part 1*; and
- C. *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2*.

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2. CONTRACT TERM

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

The Contract shall begin on April 1, 2015 and extend through June 30, 2019. The Term may be extended up to four years (“Extended Term”) at the sole option of the State, subject to the parties’ prior written agreement on applicable fees for each extended term.

Abilis shall commence work upon issuance of a Notice to Proceed by the State.

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

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, method of payment, and terms of payment are identified and more particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit B: Price and Payment Schedule*.

The payment by the State of the Contract price shall be the only and the complete reimbursement to the Abilis for all expenses, of whatever nature incurred by the Abilis in the performance hereof, and shall be the only and the complete compensation to the Abilis for the services. The State shall have no liability to the Abilis other than the Contract Price.

The State reserves the right to offset from any amounts otherwise payable to the Abilis under this Agreement those liquidated amounts required or permitted by N.H. RSA80:7 through RSA 80:7-c or any other provision of law.

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 *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09)*, Block 1.8.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not To Exceed Contract with price and term limitations as set forth in the Contract.

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

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to the fault of Abilis. This provision shall not require Abilis to disclose or provide any other vendor access to proprietary or trade secret property of Abilis; however Abilis is required to cooperate with any other retained vendor to insure compatibility and functionality of Services across products.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09)*, Block 1.8, *Price Limitation*.

4. CONTRACT MANAGEMENT

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

4.1 THE CONTRACTOR’S CONTRACT MANAGER

Abilis shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Alibis’ Contract Manager is:

Abilis Project Manager	
Patrice Dionne VP, General Manager	245 Commercial Street Suite 303 Portland, Maine 04101 pdionne@abilisne.com

4.2 THE CONTRACTOR’S PROJECT MANAGER

4.2.1 Contract Project Manager

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

4.2.2 Abilis Project Manager shall be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Alibis’ representative for all administrative and management matters. Alibis’ Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in the Work Plan. Alibis’ Project Manager shall be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Alibis’ Project Manager must work diligently and use his/ her best efforts on the Project.

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- 4.2.3** Abilis shall not change its assignment of Abilis Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Alibis' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Abilis Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 4.2.1: Contract Project Manager*, and in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 4.6: Reference and Background Checks*, below. Abilis shall assign a replacement Abilis Project Manager within ten (10) business days of the departure of the prior Abilis Project Manager, and Abilis shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim Abilis Project Manager.
- 4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Abilis in default and pursue its remedies at law and in equity, if Abilis fails to assign an Abilis Project Manager meeting the requirements and terms of the Contract.
- 4.2.5** Abilis Project Manager is:

Abilis Project Manager	
Mike McDiarmid	245 Commercial Street Suite 303 Portland, Maine 04101 mmcdiarmid@abilisne.com

4.3 ABILIS KEY PROJECT STAFF

- 4.3.1** Abilis shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements. The State shall conduct reference and background checks on Abilis Key Project Staff. The State reserves the right to require removal or reassignment of Alibis' Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 4.6: Background Checks*.
- 4.3.2** Abilis shall not change any Abilis Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Abilis Key Project Staff will not be unreasonably withheld. The replacement Abilis Key Project Staff shall have comparable or greater skills than Abilis Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements in the Work Plan and be subject to reference and background checks described in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 4.6: Reference and Background Checks*.

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4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Abilis in default and to pursue its remedies at law and in equity, if Abilis fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Alibis' replacement Project staff. Abilis Key Project Staff shall consist of the following individuals in the roles identified below:

Abilis Key Project Staff	
Key Member(s)	Title
Douglas Richards	Support Manager

4.4 STATE CONTRACT MANAGER

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

State Contract Manager	
Ron Cormier	105 Pleasant Street Concord, NH 03301 603-271-4926 Ronald.cormier@doc.nh.gov

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

State Contract Manager	
Ron Cormier	105 Pleasant Street Concord, NH 03301 603-271-4926 Ronald.cormier@doc.nh.gov

4.6 REFERENCE AND BACKGROUND CHECKS

The State shall, at its sole expense, conduct reference and background screening of the Abilis Project Manager and Abilis Key Project Staff. The State shall maintain the confidentiality of

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background screening results in accordance with *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 11: Use of State’s Information, Confidentiality.*

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

Abilis may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 16: Assignment, Delegation and Subcontracts* and *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09), Section 12. Assignment/Delegation/Subcontracts*, herein. Abilis shall submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Abilis to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

Abilis shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit A: Contract Deliverables.*

Upon its submission of a Deliverable or Service, Abilis represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Abilis that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit A: Contract Deliverables.* The State will notify Abilis in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State’s receipt of Alibis’ written Certification. If the State rejects the Deliverable, the State shall notify Abilis of the nature and class of the Deficiency and Abilis shall correct the Deficiency within the period identified in the Work Plan. If no period for Alibis’ correction of the Deliverable is identified, Abilis shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Abilis of its Acceptance or Rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Abilis fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Abilis to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Abilis in default, and pursue its remedies at law and in equity.



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5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit F: Testing Services*.

5.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

Information Technology (IT) Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit F: Testing Services* for detailed information on requirements for Security testing.

6. SOFTWARE

Abilis shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit H: Software License and Related Terms*.

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES

Abilis shall provide the State with the administrative Services set forth in the Contract, and particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit D: Administrative Services*.

7.2 IMPLEMENTATION SERVICES

Abilis shall provide the State with the Implementation Services set forth in the Contract, and particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit E: Implementation Services*.

7.3 TESTING SERVICES

Abilis shall perform testing Services for the State set forth in the Contract, and particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit F: Testing Services*.

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7.4 MAINTENANCE AND SUPPORT SERVICES

Abilis shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit G: System Maintenance and Support Services*.

8. WORK PLAN DELIVERABLE

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

Abilis shall update the Work Plan as necessary, as but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve Abilis from liability to the State for damages resulting from Alibis' failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Abilis must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Abilis or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Abilis to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Alibis' failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Contractor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

Abilis may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State will attempt to respond to Alibis' requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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All Change Order requests from Abilis to the State and the State acceptance of Alibis' estimate for a State requested change, will be acknowledged and responded to, either Acceptance or Rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Section 18. *Amendment*, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Abilis Solutions Corp.

Upon successful completion and/or termination of the Implementation of the Project, Abilis shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to Alibis' Software, and their associated Documentation including any and all performance enhancing operational plans and the Abilis' special utilities. Abilis shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

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

10.2 STATE'S DATA AND PROPERTY

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

10.3 ABILIS' MATERIALS

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries

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and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

Abilis will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The escrow agreement requires the Abilis to put the CORIS Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. Abilis has made an assignment for the benefit of creditors;
- b. Abilis institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Abilis' assets; or
- d. Abilis or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or have ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise.

10.6 SURVIVAL

This Contract Agreement, *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

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11.2 STATE CONFIDENTIAL INFORMATION

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Abilis shall immediately notify the State if any request, subpoena or other legal process is served upon Abilis regarding the State Confidential Information, and Abilis shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Abilis shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as Abilis seeks to maintain the confidentiality of its confidential or proprietary information, Abilis must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Abilis considers the Software and Documentation to be Confidential Information. Abilis acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Abilis as confidential, the State shall notify Abilis and specify the date the State will be releasing the requested information. At the request of the State, Abilis shall cooperate and assist the State with the collection and review of Alibis’ information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Alibis’ sole responsibility and at Alibis’ sole expense. If Abilis 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 Abilis, without any liability to Abilis.

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11.4 SURVIVAL

This Contract Agreement *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 11: *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Abilis shall not exceed the total Contract price set forth in *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09)*, Block 1.8.

12.2 ABILIS

Subject to applicable laws and regulations, in no event shall Abilis be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Abilis' liability to the State shall not exceed two (2) times the total Contract price set forth in *General Provisions, Contract Agreement 2015 – 120, P-37(v. 1/09)*, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to Abilis' indemnification obligations set forth in *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 13: *Indemnification* and confidentiality obligations in *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 SURVIVAL

General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. INDEMNIFICATION

Abilis 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 Abilis. 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 *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 13: *Indemnification* shall survive the termination of this agreement.

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14. TERMINATION

General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 14: Termination shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

Any one or more of the following acts or omissions of Abilis shall constitute an event of default hereunder (“Event of Default”):

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

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

- Unless otherwise provided in the Contract, the State shall provide Abilis written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State (“Cure Period”). If Abilis fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Abilis notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both;
- Give Abilis a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Abilis during the period from the date of such notice until such time as the State determines that Abilis has cured the Event of Default shall never be paid to Abilis;
- Set off against any other obligations the State may owe to Abilis any damages the State suffers by reason of any Event of Default;
- Treat the Contract as breached and pursue any of its remedies at law or in equity, or both; and
- Procure Services that are the subject of the Contract from another source and Abilis shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

14.2 TERMINATION FOR CONVENIENCE

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14.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Abilis. In the event of a termination for convenience, the State shall pay Abilis the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit B: Price and Payment Schedule*, of the Contract.

14.2.2 During the thirty (30) day period, Abilis shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

14.3 TERMINATION FOR CONFLICT OF INTEREST

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

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State may pay all other contracted payments that would have become due and payable if Abilis did not know, or reasonably did not know, of the conflict of interest.

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

14.4 TERMINATION PROCEDURE

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

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Abilis shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and Subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Abilis and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- e. Provide written Certification to the State that Abilis has surrendered to the State all said property; and
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15. CHANGE OF OWNERSHIP

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 Abilis shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

16.2 Abilis shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Abilis of any of its obligations under the Contract nor affect any remedies available to the State against Abilis that may arise from any event of default of the provisions of the contract. The State shall consider Abilis to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

16.3 Notwithstanding the foregoing, nothing herein shall prohibit Abilis from assigning the Contract to the successor of all or substantially all of the assets or business of Abilis provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Abilis should change ownership, as permitted under *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 15: Change of Ownership*, the State shall have the option to continue under the Contract with Abilis, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Abilis, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Abilis, its successors or assigns.

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17. DISPUTE RESOLUTION

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

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

Table 1: Dispute Resolution Responsibility and Schedule Table

LEVEL	ABILIS	STATE	CUMULATIVE ALLOTTED TIME
Primary	Douglas Richards Support Manager	Ronald Cormier State Project Manager (PM)	5 Business Days
First	Patrice Dionne Vice President	Helen Hanks Director	10 Business Days
Second	Eric LeGoff President/CEO	William Wrenn Commissioner	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.

18. GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Abilis notice of such termination.

The State shall not be required to transfer funds from any other account to the accounts identified in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit B: Price and Payment Schedule* in the event funds in that accounts are reduced or unavailable.

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18.2 COMPLIANCE BY ABILIS WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

18.2.1 In connection with the performance of the Contract, Abilis shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Abilis, including, but not limited to, civil rights and equal opportunity laws. Abilis shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Abilis shall comply with all applicable Copyright laws.

18.2.2 During the term of the Contract, Abilis shall not discriminate against employees or applicants for employment in violation of applicable State or Federal laws, including but not limited to non-discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

18.2.3 If the Contract is funded in any part by monies of the United States, Abilis shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”) (EEO), 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 issues to implement these regulations. Abilis further agrees to permit the State, or United States, access to any of Abilis’ pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

18.3 REGULATORY/GOVERNMENT APPROVALS

Abilis shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION

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

18.4.2 To the extent the Abilis is subject to the requirements of N.H. RSA chapter 281-A, Abilis shall maintain, and require any subAbilis or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Abilis shall furnish the Contracting Officer identified *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, 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'

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Compensation premiums or for any other claim or benefit for Abilis, or any subAbilis or employee of Abilis, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

18.5 PERSONNEL

18.5.1 The performance of Abilis' obligations under the Contract shall be carried out by Abilis. Abilis shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Abilis' obligations under the Contract. Abilis warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

18.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Block 1.7, Abilis shall not hire, and shall not permit any subAbilis 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 the Contract. This provision shall survive termination of the Contract.

18.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

18.6 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 Abilis.

18.7 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 *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Block 1.2 and 1.4, herein.

18.8 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.

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18.9 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 insures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement 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.

18.10 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.

18.11 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.

18.12 SPECIAL PROVISIONS

Additional provisions set forth in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit C: Special Provisions* are incorporated herein by reference.

18.13 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.

18.14 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.

18.15 TRAVEL EXPENSES

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

Abilis shall assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

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

18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State agency will work with Abilis to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Abilis’ staff.

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18.18 ACCESS/COOPERATION

As applicable, and reasonably necessary, and subject to the applicable State and Federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Abilis with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

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

18.19 REQUIRED WORK PROCEDURES

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

18.20 COMPUTER USE

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

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Abilis access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Abilis access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Abilis must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Abilis. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Abilis is found to be in violation of any of the above-stated rules, Abilis and/or User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.21 EMAIL USE

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems." Abilis understand and agree that use of email shall follow State standard policy (available upon request).

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18.22 INTERNET/INTRANET USE

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

18.23 REGULATORY GOVERNMENT APPROVALS

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

18.24 INSURANCE

18.24.1 Abilis Insurance Requirement

The Abilis shall, at its sole expense, obtain and maintain in force, and shall require any subAbilis or assignee to obtain and maintain in force, the following insurance:

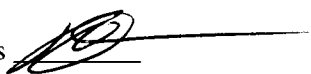
18.24.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

18.24.1.2 Fire and extended coverage insurance covering all property subject to *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Section 14. *Insurance*, Subparagraph 14.1.2 herein, in an amount not less than 80% of the whole replacement value of the property.

18.24.2 The policies described in *General Provisions, Contract Agreement 2015 – 120 – Part 1*, Section 18.24: *Insurance and General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Section 14. *Insurance* 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.

18.24.3 The Abilis shall furnish to the Contracting Officer identified *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Abilis 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 fifteen (15) 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 endeavor to provide the Contracting Officer entailed in *General Provisions, Contract Agreement 2015 – 120, P-37 (v. 1/09)*, Block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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



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18.25 EXHIBITS

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

18.26 VENUE AND JURISDICTION

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

18.27 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit D: Administrative Services, Section 3: Access/Cooperation; Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit D: Administrative Services, Section 5: Records Retention and Access Requirements; Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit D: Administrative Services, Section 6: Accounting Requirements; and Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 1, Section 11: Use of State’s Information, Confidentiality and Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 1, Section 13: Indemnification* which shall all survive the termination of the Contract.

18.28 RESERVED

18.29 FORCE MAJEURE

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

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

18.30 NOTICES

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

TO ABILIS SOLUTIONS CORP.:	TO STATE:
PAT DIONNE 245 COMMERCIAL STREET SUITE 303 PORTLAND, ME 04101 TEL: (207) 774-2104	STATE OF NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS P.O. BOX 1806 CONCORD, NH 03302 TEL: (603) 271-4926

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EXHIBIT A
CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

PROJECT OVERVIEW

The general scope of the project is to provide support and maintenance services for the Department of Correction's Offender Management Information System, known as CORIS.

1.1 GENERAL PROJECT ASSUMPTIONS

- a. Abilis will provide technical support and system maintenance to the NH Department of Corrections Offender Management System, in addition to system enhancements as requested by the State.
- b. If requested by the State, Abilis shall provide to the State software development services which may be used to provide functional enhancements to the State-installed modules, as directed and prioritized by the State. Change Requests and Problem Reports will be prioritized together, to provide a complete view of the prioritized workload applicable to this agreement. Under the Change Request process, functional enhancements shall be managed through a Work Plan developed by Abilis and approved by the State. Implementation and testing shall be performed as described in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibits D: Administrative Services, Exhibit E: Implementation Services and Exhibit F: Testing Services.*
- c. Abilis will provide a Work Plan and project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Abilis Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- d. Prior to the commencement of work on Non-Software and Written Deliverables, Abilis shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- e. Abilis shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Abilis shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
- f. The Deliverables are set forth in the Schedule described in Section 2, *Deliverables for CORIS Support and Maintenance*, below. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event

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- g. The State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- h. Pricing for Deliverables set forth in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibits B: Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES FOR CORIS SUPPORT AND MAINTENANCE

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

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CONTRACT 2015-120 - PART 2
EXHIBIT B
PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1 FIRM FIXED PRICE

This is a Firm Fixed Price (FFP) Contract totaling \$1,549,741 for the period of April 1, 2015 through June 30, 2019. Abilis shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Abilis to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Activity, Deliverable, or Milestone	Projected Delivery Date	Price
Ongoing Support & Maintenance	June 30, 2019	See Table 1.6
	TOTAL	\$1,599,987.51

1.2 PROPOSED CONTRACTOR STAFF, RESOURCE RATE/HOUR WORKSHEET

Use the Proposed Contractor Staff Position, Resource Rate/Hour Worksheet to indicate the individuals that will be assigned to the Project, and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

Table 1.2: Future Alibis Staff, Resource Rate/Hour Worksheet

IT Services Position Title	Rate/Hour (not to exceed)
Project Director	\$175
Sr. Project Manager	\$175
Project Manager	\$135
Functional Analyst	\$120
Data Migration Analyst	\$120
Software Developer	\$120
Senior Consultants	\$150
Trainer	\$120
QA/DBA/Configuration Management	\$120
* This schedule of rates is for Abilis professional services only and is exclusive of incremental expenses such as travel and lodging. Rates are subject to increase annually based upon the greater of 2% or the CPI index	

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PRICE AND PAYMENT SCHEDULE**

1.3 CORIS PLATFORM: NEW MODULE

As part of CORIS PRODUCT OFFERING, ABILIS may from time to time offer the State the option of acquiring and installing new modules and or services at preferential rates. The State has the option to convert up to \$40,000 (333 hours) of Software Support Services during each twelve (12) months cycle of this initial agreement and all renewal periods to acquire new module or new services.

1.4 CORIS MAINTENANCE RELEASES

To support deploying Major Framework Upgrades on a more frequent basis, the State will contribute an incremental \$50,000 (417 hours) of Software Support Services during each twelve (12) month period of this agreement (and all renewal periods) to a Major Framework Fund, held by NH Department of Corrections. Abilis services will be billable against this fund at the time of services rendered.

1.5 FUTURE ENHANCEMENT SERVICES

The State may request additional Services from the Abilis and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Contractor Rates Worksheet.

Table 1.5: Future Alibis Rate Worksheet

Position Title	SFY 2015	SFY 2016	SFY 2017	SFY 2018	SFY 2019
Project Director	\$175	\$175	\$175	\$179	\$179
Senior Project Manager	\$175	\$175	\$175	\$179	\$179
Project Manager	\$135	\$135	\$135	\$138	\$138
Functional Analyst	\$120	\$120	\$120	\$122	\$122
Data Migration Analyst	\$120	\$120	\$120	\$122	\$122
Software Developer	\$120	\$120	\$120	\$122	\$122
Senior Consultants	\$150	\$150	\$150	\$153	\$153
Trainer	\$120	\$120	\$120	\$122	\$122
QA/DBA/Config Management	\$120	\$120	\$120	\$122	\$122

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PRICE AND PAYMENT SCHEDULE**

1.6 SOFTWARE LICENSING, MAINTENANCE, AND SUPPORT PRICING WORKSHEET

Pricing must reflect the payment of maintenance through the Contract end date. Price estimate should reflect the most optimistic implementation date. Actual payments may differ from the estimate if project start date slips or if implementation takes longer as this will cause a shorter maintenance period.

Table 1.6: Software Licensing, Maintenance, and Support Pricing Worksheet

NHDOC							
010-046-8303-102-500731	Restitution Funds	22,040.98	94,093.44	95,751.32	0.00	0.00	211,885.74
010-046-9999-999-999999	Canteen Funds	3,390.92	16,802.40	17,098.45	0.00	0.00	37,291.77
NHDOC Subtotal		25,431.90	110,895.84	112,849.77	0.00	0.00	249,177.51
% Other		15%	33%	33%	0%	0%	
DoIT							
010-003-7646-038-509038	Technology Software	34,874.00	160,152.00	164,119.00	258,009.00	264,416.00	881,570.00
010-003-7646-046-500465	Consultants, Enhancements	109,240.00	40,000.00	40,000.00	40,000.00	40,000.00	269,240.00
010-003-7646-046-500465	Consultants, Framework Upgrades	0.00	30,000.00	30,000.00	70,000.00	70,000.00	200,000.00
DoIT Subtotal		144,114.00	230,152.00	234,119.00	368,009.00	374,416.00	1,350,810.00
% Other		85%	67%	67%	100%	100%	
Total Contract		169,545.90	341,047.84	346,968.77	368,009.00	374,416.00	\$1,599,987.51

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$1,599,987.51 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Abilis for all fees and expenses, of whatever nature, incurred by Abilis in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

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PRICE AND PAYMENT SCHEDULE**

3. INVOICING

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

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

Invoices shall be sent to:

NH Department of Corrections
Ron Cormier
P.O. Box 1806
Concord, NH 03302

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Abilis Solutions Corp.
Accounts Receivable
245 Commercial Street
Portland, ME 04101

5. OVERPAYMENTS TO ABILIS

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

6. CREDITS

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

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EXHIBIT C
SPECIAL PROVISIONS**

1. SPECIAL PROVISIONS

1.1 INSURANCE PROVISIONS

- 1.1.1** To amend the Insurance provision, subparagraph 14.1.1, of the original P-37 Contract Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.1.2** To amend the Insurance provision, paragraph 14.3. by deleting "Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy." and inserting in its place "Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions."

1.2 LOCATIONS

- 1.2.1** Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner and the Department of Corrections and the Contractor.

1.3 CANCELATION OF CONTRACT

- 1.3.1** The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor thirty (30) days' notice of said cancellation.

1.4 PERIODIC AUDITS

- 1.4.1** Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

1.5 PRISON RAPE ELIMINATION ACT (PREA)

- 1.5.1** The NH Department of Corrections acknowledges the Prison Rape Elimination Act (PREA) of 2003 (with final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities to include prisons, jails and corrections residential facilities. With this acknowledgement, the NH Department of Corrections

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supports a “zero-tolerance” policy against prison sexual misconduct, abuse, harassment and assault towards resident-on-resident and staff-on-resident to include contractors of the NH Department of Corrections. It is the Contractors responsibility to inform their employees.

With that said, contractors must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractors should acknowledge that, in addition to self-monitoring requirements, the State will conduct compliance monitoring including PREA standards which may require an outside independent audit.

For additional information regarding the Prison Rape Elimination Act (PREA) of 2003, please refer to the PREA Public Law 108-79 and PREA Federal Register 28 CFR Part 115 documents posted to the RFP Resource page of NH Department of Corrections website using the following link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm. The NH Department of Corrections policy, procedure and directive 5.19, Prison Rape Elimination Act Procedure, can be accessed on the NH Department of Corrections website using the following link: <http://www.nh.gov/nhdoc/documents/5-19.pdf>.

1.6 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) SECURITY ADDENDUM

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum.

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

If privatized, access by a private contractor's personnel to National Crime Information Center (NCIC) data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

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1. TRAVEL EXPENSES

Abilis must assume all reasonable travel and related expenses. All labor rates will be “fully loaded,” including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide Abilis with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

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

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Abilis and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Abilis and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the

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Contract, including all appeals or the expiration of the appeal period. Abilis shall include the record retention and review requirements of this section in any of its Subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Abilis' cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

Abilis shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and Abilis shall maintain records pertaining to the Services and all other costs and expenditures.

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1. STATE MEETINGS AND REPORTS

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

Abilis' Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. Introductory Meeting:** Participants will include Abilis Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
- b. Kickoff Meeting:** Participants will include the State and Abilis Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- c. Status Meetings:** Participants will include, at the minimum, the Abilis Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Abilis shall serve as the basis for discussion.
- d. Work Plan:** if applicable, must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- e. Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- f. Exit Meeting:** Participants will include Project leaders from Abilis and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Abilis to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Abilis' responsibility.

The Abilis Project Manager or Abilis Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Abilis' Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Abilis shall produce Project status reports, which shall contain, at a minimum, the following:

- a.** Project status related to the Work Plan;
- b.** Deliverable status;
- c.** Accomplishments during weeks being reported;
- d.** Planned activities for the upcoming two (2) week period;
- e.** Future activities;
- f.** Issues and concerns requiring resolution; and

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- g.** Report and remedies in case of falling behind Schedule.

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

2. IMPLEMENTATION STRATEGY

2.1 KEY COMPONENTS

Abilis shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

- a.** Abilis and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives;
- b.** Abilis team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured;
- c.** Abilis shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority;
- d.** Abilis shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status;
- e.** Abilis shall adopt an Implementation timeline aligned with the State's required timeline.

2.2 TIMELINE

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

2.2.1 Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and Implementation of the Project's development and production hardware infrastructure.

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2.2.2 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

2.2.3 Change Management and Training

Abilis' change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

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Abilis shall provide software testing on software maintenance updates and any enhancements requested by the State under the Change Order process. Software testing Services are in *Consolidated Exhibits, Contract Agreement 2015 – 120 – Part 2, Exhibit F: Testing Services*, including but not limited to:

1. TESTING AND ACCEPTANCE

Abilis shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. Abilis will also provide training as necessary to the State staff responsible for test activities. Abilis shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Abilis shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Abilis shall also correct Deficiencies and support required re-testing.

1.1 TEST PLANNING AND PREPARATION

Abilis shall provide the State with an overall Test Plan that will guide all testing. Abilis provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Abilis' Project Manager's Certification, in writing, that Abilis' own staff has successfully executed all prerequisite Abilis testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

The State will commence its testing within five (5) business days of receiving Certification from Abilis that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Abilis' development environment. Abilis must assist the

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State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of User Acceptance Test (UAT) acceptance by the State.

Abilis must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 UNIT TESTING

In Unit Testing, Abilis shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Abilis developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

Activity Description	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
Abilis Team Responsibilities	For application modules, conversions and interfaces the Abilis team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Work Product Description	Unit Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

1.3 SYSTEM INTEGRATION TESTING

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

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

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

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Abilis Team Responsibilities	<ul style="list-style-type: none"> • Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	<ul style="list-style-type: none"> • Work jointly with Abilis to develop the Systems Integration Test Specifications. • Work jointly with Abilis to develop and load the data profiles to support the test Specifications. • Work jointly with Abilis to validate components of the test scripts, modifications, fixes and other System interactions with the Abilis supplied Software Solution.
Work Product Description	<ul style="list-style-type: none"> • The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.4 CONVERSION VALIDATION TESTING

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Abilis Team Responsibilities	For conversions and interfaces, the Abilis team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.
Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Abilis Team Responsibilities	For conversions and interfaces, the Abilis team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

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1.5 INSTALLATION TESTING

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.6 USER ACCEPTANCE TESTING (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The Abilis' Project Manager must certify in writing, that the Abilis' own staff has successfully executed all prerequisite Abilis testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Abilis has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Abilis that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

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

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

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Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Abilis Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with Abilis in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7 PERFORMANCE TUNING AND STRESS TESTING

Abilis shall develop and document hardware and Software configuration and tuning of CORIS infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7.1 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2 Test Types

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

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

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Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3 Tuning

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

1.7.4 Implementing Performance and Stress Test

Performance and stress test tools must be provided by the Abilis for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If Abilis is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

1.7.5 Scheduling Performance and Stress Testing

Abilis shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Abilis shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as not to damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

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Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a Graphical User Interface (GUI) the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in one (1) second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.8 REGRESSION TESTING

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Abilis of the nature of the testing failures in writing. Abilis will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b. Abilis shall notify the State no later than (5) business days from the Abilis' receipt of written notice of the test failure when Abilis expects the corrections to be completed and ready for retesting by the State. Abilis will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

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- c. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Abilis based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. Validate that the change/update has been properly incorporated into the program; and
 - 2. Validate that there has been no unintended change to the other portions of the program.

- d. Abilis will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.

- e. Abilis will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

1.9 SECURITY REVIEW AND TESTING

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and 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 the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests), code analysis, and review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of data for security purposes.

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Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
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.
Testing	Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Abilis understands that the State may under certain circumstances require that such testing be executed by a third party, Abilis agrees to collaborate with the third party chosen by the State, provided the State communicates the name of the chosen third party to Abilis and ensures that the proper non-disclosure protection and measures have been taken in order to protect Abilis' intellectual property prior to giving access.

Prior to the System being moved into production Abilis shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10 SUCCESSFUL UAT COMPLETION

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

1.11 SYSTEM ACCEPTANCE

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

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SYSTEM MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Abilis shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 ABILIS' RESPONSIBILITY

Abilis shall maintain the Application System in accordance with the Contract. Abilis will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1 Maintenance Releases

Abilis 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 States, at no additional cost.

Abilis shall, if as and when it deems necessary, provide the State with updates for the Modules reflecting improvements made to the modules. Each CORI's maintenance release will be documented, to include descriptions of feature enhancements.

Major Framework Upgrade: Abilis and the State will work together to plan major framework upgrades. During the implementation period, it may not be possible to introduce new changes to the CORIS application. Additional costs may result from Major Framework Upgrade release.

To support deploying Major Framework Upgrades on a more frequent basis, the State will contribute an incremental \$50,000 (417 hours) of Software Support Services during each twelve (12) month period of this agreement (and all renewal periods) to a Major Framework Fund, held by NH DOC. Abilis services will be billable against this fund at the time of services rendered.

2. SYSTEM SUPPORT

2.1 ABILIS' RESPONSIBILITY

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

Abilis shall provide to the State assistance available during regular business hours to the representative designated by the State. This assistance will consist of Abilis using its best efforts to provide:

- Explanation of functions and features of the modules;
- Clarification of documentation pertaining to the modules;
- Guidance in the operation of the modules; and

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- Error analysis and correction.

Abilis and the State understand that this Assistance is third level support, and that the State help desk or other State methods are to provide level first and second support to the State system users. The Assistance is not to be used for Educational purposes.

If the State suspects that a defect exists in the modules, the State shall notify Abilis of its suspicions using Abilis' standard process for such communication, including a standard defect reporting template and email link. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the State's notice, Abilis shall use its best efforts to confirm the existence of the defect. If Abilis confirms the existence of the defect, Abilis shall correct it as part of its obligations under this agreement, as prioritized by the Maintenance & Project Management team.

A defect is any component of the delivered and installed modules, excluding any third party software components that can be demonstrated to function incorrectly with respect to the State-approved module design, which corresponds to that component.

Defects will be prioritized with the State, based on level of severity, and addressed by Abilis according to that prioritization. A Maintenance Release of CORIS may not include all identified Corrective Maintenance Services (defect corrections). Throughput of Corrective Maintenance Services shall be limited by the level of staffing of this maintenance agreement. The State may purchase additional software development services from Abilis to supplement the corrective maintenance services available through this agreement, at the schedule of rates put forth below, subject to increase on the annual renewal of this agreement.

Abilis shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable, or major function is not operational. Service from Abilis is available twenty four (24) hours a day, seven (7) days a week for all Class A deficiencies as defined by the State.

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

a. Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Abilis shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

b. Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, Abilis shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and

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c. Class B & C Deficiencies

The State shall notify the Abilis of such Deficiencies during regular business hours and the Abilis shall respond back within two (2) business days of notification with a plan for corrective action;

3. SUPPORT OBLIGATIONS AND TERM

- 3.1** Abilis shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2** Abilis shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3** For all maintenance Services calls, Abilis shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) resolved by, 7) Identifying number i.e. work order number, 8) issue identified by; and
- 3.4** Abilis 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.
- 3.5** If Abilis fails to correct a Deficiency within the allotted period of time stated above, Abilis shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 14: Termination*, as well as to return Abilis' product and receive a refund for all amounts paid to Abilis, including but not limited to, applicable license fees, within ninety (90) days of notification to Abilis of the State's refund request
- 3.6** If Abilis fails to correct a Deficiency within the allotted period of time stated above, Abilis shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in *General Provisions, Contract Agreement 2015 – 120 – Part 1, Section 14: Termination*.

4. OTHER SUPPORT SERVICES

4.1 STATE-SPECIFIC FUNCTIONAL ENHANCEMENTS (CHANGE REQUESTS)

Abilis shall provide to the State software development services which may be used to provide functional enhancements to the State-installed modules, as directed and prioritized by the State. Change Requests and Problem Reports will be prioritized together, to provide a complete view of the prioritized workload applicable to this agreement.

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4.2 CORIS PLATFORM: NEW MODULE AND SERVICES

As part of CORIS PRODUCT OFFERING, ABILIS may from time to time offer State the option of acquiring and installing new modules and or services at preferential rates. The State has the option to convert up to \$40,000 (333 hours) of Software Support Services during each twelve (12) months cycle of this initial agreement and all renewal periods to acquire new module or new services.

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SOFTWARE LICENSE AND RELATED TERMS**

1. LICENSE GRANT

Under State of New Hampshire contract NH Department of Corrections, Offender Management System DoIT 2004-024, the State purchased and owns a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Abilis.

3. SOFTWARE ESCROW

Abilis shall provide a copy of the CORIS Software and Documentation to the State for escrow in the State's Harvest system on a quarterly basis.

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WARRANTIES AND WARRANTY PERIOD**

1. WARRANTIES

1.1 SERVICES

Abilis warrants that the System will operate in conformance with the Specifications, terms, and requirements of the Contract.

1.2 SOFTWARE

Abilis warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

For any breach of the above Support and Maintenance warranty, the State's remedy, and Abilis' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Abilis cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Abilis for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Abilis cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Abilis for the deficient Services.

1.3 NON-INFRINGEMENT

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

1.4 VIRUSES; DESTRUCTIVE PROGRAMMING

Abilis warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 COMPATIBILITY

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

1.6 SERVICES

Abilis warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

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1.7 PERSONNEL

Abilis 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.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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Abilis Proposal to Department of Corrections dated February 3, 2015 is hereby incorporated by reference as fully set forth herein.

1. CORIS SOFTWARE MAINTENANCE & SUPPORT AGREEMENT 2/3/2015

Whereas the New Hampshire Department of Corrections' initial support and maintenance agreement ended is due to end on June 30th, 2015.

Whereas the New Hampshire department of Corrections (Customer) and Abilis Solutions Corp. wish to conclude a commercial agreement (Agreement) defining the terms and conditions of each party pertaining to the CORIS Software Maintenance services and associated costs to the New Hampshire Department of Corrections (the "Customer"):

- a. Abilis shall provide to Customer ongoing software support services (the "Software Support Services") for all of the CORIS modules (the "modules") implemented as of July 1st, 2015;
- b. All Support services fees are due in advance no later than July 1st or the anniversary date of the Support agreement; and
- c. Schedule of Fees.

Period	Start	End	Amount	Payment
1	April 1, 2015	April 1, 2015	\$ 169,546	April 1, 2015
2	July 1, 2015	July 1, 2015	\$ 341,048	July 1, 2015
3	July 1, 2016	July 1, 2016	\$ 346,969	July 1, 2016
4	July 1, 2017	July 1, 2017	\$ 368,009	July 1, 2017
5	July 1, 2018	July 1, 2018	\$ 374,169	July 1, 2018

1.1 SOFTWARE SUPPORT SERVICES

All Software Support Services are provided commencing on the start date of each period and renewable at the end of each period thereafter, Customer may enter into a multi-year contract for Support Services, to provide for the automatic continuation of support across multiple years.

1.2 RESTRICTIONS

As a condition to the furnishing of the software support services:

- a. The modules must not have been modified in any way by the Customer without the prior written approval of Abilis.
- b. The modules must be used with the version or release of the operating system approved by Abilis.

1.3 REPRESENTATIVE

The Customer shall within ten (10) days from the date of this agreement designate, in writing, an employee or agent to serve as the contact representative for Abilis. Abilis shall not be

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required to deal with any person other than that representative. The Customer may by notice in writing to Abilis substitute another employee or agent as its representative.

1.4 CUSTOMER RESPONSIBILITIES

The Customer assumes full responsibility for:

- a. The operating environment (including all hardware and software) within which the CORIS modules are to function, unless Abilis, pursuant to a separate written agreement or amendment to this agreement, assumes full or partial responsibility for the operating environment.
- b. Database administration services, including data fixes and data management tasks.
- c. System administration services, including user account maintenance and system table maintenance.
- d. End user support (Level 1&2 help desk)

Abilis is able to assist the Customer with these responsibilities at an additional fee, as may be agreed to in writing by the parties.

1.5 BASIC SUPPORT SERVICES – DESCRIPTION OF ABILIS SCOPE

Abilis shall provide to the Customer the following Software Support Services under the terms of this agreement, as follows:

- a. Abilis will provide to the Customer seventy-eight (78) hours of CORIS Software Support Services per month, to be directed towards General Assistance, Problem Reports and Change Requests as prioritized by the Customer, and the full life-cycle management of CORIS Maintenance Releases, including project management, quality assurance, systems analysis and design, software development, and configuration management. The Customer understands they are acquiring a block of support hours from Abilis, which shall be used to address Customer maintenance needs on a prioritized basis.
- b. Additional technical services can be purchased by the Customer at Customer's discretion, to supplement the level of services available through this agreement. Any additional services purchased are available at the schedule of rates put forth below in Section 7, *IT Services Hourly Rates*.

1.6 MAINTENANCE & PROJECT MANAGEMENT

The State of New Hampshire DOC Manager and the Abilis Manager supporting CORIS New Hampshire are hereby collectively defined as the "Maintenance & Project Management Team". The ongoing management of this work will be coordinated by the Maintenance & Project Management Team. An Abilis ticket management system shall be used to capture and manage requests as appropriate. The prioritization, authorization and scheduling of requests shall be handled by the Project Management Team.

All Abilis services related to this Support Contract shall be recorded under a separate Project ID number and associated with the support ticket for which the services were provided, thereby enabling the tracking of Abilis services against the original support ticket.

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For each Maintenance Release Abilis will provide the New Hampshire DOC with an estimate of effort for delivery of the Release. Estimates shall be based on Abilis' full life-cycle methodology and include project management, analysis, software development, quality assurance, and implementation if purchased by the Customer, as well as any travel required. Each release will be summarized on a Change Management form and will be approved by the Maintenance & Project Management Team prior to execution.

a. General Assistance

Abilis shall provide to the Customer assistance available during regular business hours to the representative designated by the Customer under Paragraph 2. This assistance will consist of Abilis using its best efforts to provide:

- Explanation of functions and features of the modules
- Clarification of documentation pertaining to the modules
- Guidance in the operation of the modules
- Error analysis and correction in accordance with Paragraph 4 (b), if correction can be made over the telephone.

Abilis and the Customer understand that this Assistance is third level support, and that the Customer help desk or other customer methods are to provide level one and two support to the Customer system users. The Assistance is not to be used for Educational purposes.

b. Corrective Maintenance Services (Problem Reports)

If the Customer suspects that a defect exists in the modules, the Customer shall notify Abilis of its suspicions using Abilis' standard process for such communication, including a standard defect reporting template and email link. This notification shall comprehensively describe the nature of the suspected defect and provide details of the circumstances of its occurrence. Upon receipt of the Customer's notice, Abilis shall use its best efforts to confirm the existence of the defect. If Abilis confirms the existence of the defect, Abilis shall correct it as part of its obligations under this agreement, as prioritized by the Maintenance & Project Management team.

A defect is any component of the delivered and installed modules, excluding any third party software components that can be demonstrated to function incorrectly with respect to the Customer-approved module design which corresponds to that component.

Defects will be prioritized with the Customer, based on level of severity and addressed by Abilis according to that prioritization. A Maintenance Release of CORIS may not include all identified Corrective Maintenance Services (defect corrections). Throughput of Corrective Maintenance Services shall be limited by the level of staffing of this maintenance agreement. The Customer may purchase additional software development services from Abilis to supplement the corrective maintenance services available through

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this agreement, at the schedule of rates put forth below, subject to increase on the annual renewal of this agreement.

Abilis shall use its best efforts to immediately resolve any defects that have resulted in a denial of service, i.e. a module is unavailable or major function is not operational. Service from Abilis is available 24 hours a day, 7 days a week for all Class A deficiencies as defined by the State.

Deficiencies are defined as: a failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Also,

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.

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.

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.

c. Customer-specific Functional Enhancements (Change Requests)

Abilis shall provide to the Customer software development services which may be used to provide functional enhancements to the Customer-installed modules, as directed and prioritized by the Customer. Change Requests and Problem Reports will be prioritized together, to provide a complete view of the prioritized workload applicable to this agreement.

d. CORIS Platform : New Module and Services

As part of CORIS PRODUCT OFFERING, ABILIS may from time to time offer Customer the option of acquiring and installing new modules and or services at preferential rates. The customer has the option to convert up to \$40,000 (333 hours) of Software Support Services during each twelve (12) months cycle of this initial agreement and all renewal periods to acquire new module or new services.

e. CORIS Maintenance Releases

Abilis shall, if as and when it deems necessary, provide the Customer with updates for the modules reflecting improvements made to the modules, per 4.2 and 4.3 above. Each

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CORI's maintenance release will be documented, to include descriptions of feature enhancements.

Major Framework Upgrade: Abilis and the customer will work together to plan major framework upgrades. During the implementation period, it may not be possible to introduce new changes to the CORIS application. Additional costs may result from Major Framework Upgrade release.

To support deploying Major Framework Upgrades on a more frequent basis, the customer will contribute an incremental \$50,000 (417 hours) of Software Support Services during each twelve (12) month period of this agreement (and all renewal periods) to a Major Framework Fund, held by NH Department of Corrections. Abilis services will be billable against this fund at the time of services rendered.

1.7 IT SERVICES HOURLY RATES – YEAR 1

IT Services Position Title	Rate/Hour (not to exceed)
Project Director	\$175
Sr. Project Manager	\$175
Project Manager	\$135
Functional Analyst	\$120
Data Migration Analyst	\$120
Software Developer	\$120
Senior Consultants	\$150
Trainer	\$120
QA/DBA/Configuration Management	\$120
* This schedule of rates is for Abilis professional services only and is exclusive of incremental expenses such as travel and lodging. Rates are subject to increase annually based upon the greater of 2% or the CPI index	

1.8 PERSONAL ATTENDANCE

In all instances where personal attendance is required at the Customer's premises to perform the Software Support Services, the Customer shall be fully responsible for all travel costs, communication costs, living expenses and other out-of-pocket expenses incurred by Abilis' personnel, and all of these amounts shall be payable to Abilis forthwith when invoiced.

1.9 GENERAL

- a. Should the Customer fail to pay the yearly annual after forty-five (45) days into the renewal year, Abilis shall be entitled after notifying the Customer at least three (3) days to the targeted date suspend services until it has received payment. This agreement supersedes all prior agreements and understandings between the parties relating to the

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subject-matter of this agreement and is intended by the parties to be the complete and exclusive statement of the agreement between the parties with respect to the subject-matter of this agreement to the extent it does not conflict or negate the terms and conditions of Contract # 2004-024 entered into between the parties.

- b. Any and all notices or demands under this agreement shall be in accordance with Contract # 2002-024.
- c. This agreement shall be governed by the laws of the State of New Hampshire.

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CERTIFICATES AND ATTACHMENTS**

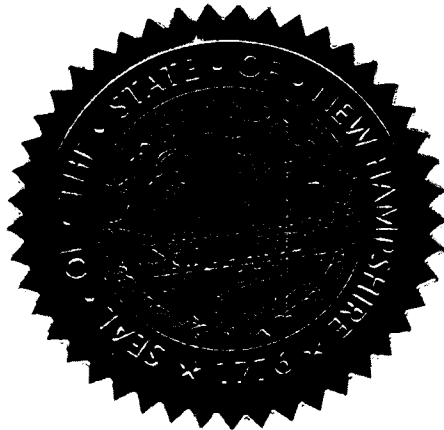
Attached are:

- A. Contractor's Certificate of Good Standing
- B. Contractor's Certificate of _____ of _____ Vote/Authority
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- C. Contractor's Certificate of Insurance
- D. Comprehensive General Liability Insurance Acknowledgement Form:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- E. Health Insurance Portability and Accountability Act (HIPAA):
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- F. Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- G. Prison Rape Elimination Act (PREA) Form:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- H. Federal Bureau of Investigation Criminal Justice Information Services Security Addendum:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

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 Abilis Solutions Corp. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on July 6, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of January, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search

By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Filed Documents

Date: 3/5/2015 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Abilis Solutions Corp.	Legal
Abilis Solutions Corp.	Home State
XWAVE NEW ENGLAND CORP.	Prev Legal
Abilis New England Inc.	Prev Legal
Abilis New England Inc.	Prev Home State

Corporation - Foreign - Information

Business ID: 375847
Status: Good Standing
Entity Creation Date: 7/6/2001
State of Business.: ME
Principal Office Address: 245 Commercial Street
 3rd Floor
 Portland ME 04101
Principal Mailing Address: No Address
Last Annual Report Filed Date: 1/15/2015
Last Annual Report Filed: 2015

Registered Agent

Agent Name: C T Corporation System
Office Address: 9 CAPITOL ST
 CONCORD NH 03301
Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Michael E. High, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of Abilis Solutions Corp.
(The Corporation)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 22, 2015.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Corrections Information System (CORIS) Software Support and Maintenance Services.

RESOLVED: That the Vice President, General Manager
(Title of one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of April 23, 2015.
(Date Contract Signed)

4. Pat Dionne (is/are) the duly elected Vice President, General Manager
(Name of Contact Signatory) (Title of Contract Signatory)

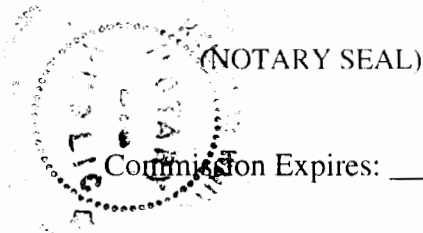
of the Corporation.

Michael E. High
(Signature of the Clerk of the Corporation)

STATE OF MAINE

COUNTY OF CUMBERLAND

The foregoing instrument was acknowledged before me this 23rd day of April, 2015, by
Michael E. High
(Name of person signing above, Clerk of the Corporation)



Helen M. White
Notary Public / Justice of the Peace

HELEN M. WHITE
Notary Public, Maine
My Commission Expires July 5, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2014

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

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

PRODUCER Marsh USA Inc., Multinational Incoming Unit a service of Seabury and Smith, Inc. 9830 Colonnade Boulevard, Suite 400 PO Box 659520 San Antonio, TX 78265-9520	CONTACT NAME: PHONE (A/C No. Ext): 210-691-4100	FAX (A/C No): 210-737-3584
	E-MAIL ADDRESS:	
INSURED Abilis Solutions Corp. 245 Commercial St. Portland, ME 04101	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GRANITE STATE INSURANCE CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC #


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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		02-LX-086477735-5	06/01/2014	06/01/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMPOP AGG	\$0
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Corrections, ATTN: Commissioner 105 Pleasant Street Concord, NH, 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2014

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

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

PRODUCER MARSH USA INC. 6500 SHERIDAN DRIVE, SUITE 114 WILLIAMSVILLE, NY U.S.A. 14221	CONTACT NAME: PHONE (A/C, No, Ext): 1-866-616-0088 FAX (A/C, No): 416-349-4564		
	EMAIL ADDRESS:		
INSURED Abilis Solutions Corp. 245 Commercial Street, Suite 303 Portland, ME U.S.A. 04101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D: Hartford Fire Insurance Company		19682
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 13/14-006-WC** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDL INBR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83 WEC AA1658	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of US Workers' Compensation & Employer's Liability coverage.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Correction
 Attention Commissioner
 105 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

~~\$1 Million~~ Per Claim ~~\$1 Million~~ Per Incident/Occurrence ~~\$1 Million~~ General Aggregate

Signature & Title

Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

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



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

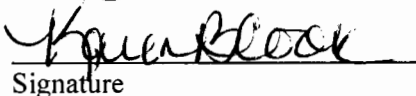
1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying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

PAT DIONNE
Name


Signature

04/23/2015
Date

KarenB Cook
Witness Name


Signature

4/23/2015
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

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

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

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

DAT STOWNE
Name


Signature

04/23/2015
Date

Karen Cook
Witness Name


Signature

04/23/2015
Date

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

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

(1) Definitions

- a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- k. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time.

(2) Use and Disclosure of Protected Health Information

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

b. Business Associate may use or disclose PHI:

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

NH Department of Corrections
State of New Hampshire Agency Name

PAT DIONNE, Abilis Solutions Corp.
Contractor Name


Signature of Authorized Representative


Contractor Representative Signature

William L. Wrenn
Authorized DOC Representative Name

PAT DIONNE
Authorized Contractor Representative Name

Commissioner
Authorized DOC Representative Title


Authorized Contractor Representative Title

5/19/15
Date

04/23/2015
Date

APPENDIX H SECURITY ADDENDUM

The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4); the Security Addendum itself (H5-H6); and the Security Addendum Certification page (H7).

A handwritten signature in black ink, consisting of a stylized, cursive 'J' followed by a horizontal line extending to the right.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

A handwritten signature in black ink, appearing to be the initials 'VJ', is located in the bottom right corner of the page.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.1 Definitions

1.2 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.3 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.1 Responsibilities of the Contracting Government Agency.

2.2 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.1 Responsibilities of the Contractor.

3.2 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.1 Security Violations.

4.2 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.3 Security violations can justify termination of the appended agreement.

4.4 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.1 Audit

5.2 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.1 Scope and Authority

6.2 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.3 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.4 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.5 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.6 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road


Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

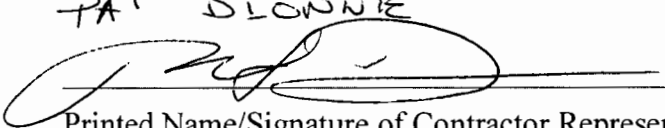
CERTIFICATION

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

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

PAT DLOWNE

Printed Name/Signature of Contractor Employee

04/23/2015
Date

PAT DLOWNE

Printed Name/Signature of Contractor Representative

04/23/2015
Date

VP - GM
Organization and Title of Contractor Representative



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

P.O. BOX 1806
CONCORD, NH 03302-1806

**Doreen Wittenberg
Director**

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

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

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

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

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

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

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): PAT DIONNE
(Name of Contract Signatory)

Date: 04/23/2015

Signature: 
(Signature of Contract Signatory)