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

Peter C. Hastings
Commissioner

July 24, 2013

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

Sole Source

REQUESTED ACTION

- 1) Authorize the Department of Information Technology ("DoIT") to enter into a **Sole Source** contract amendment with Seneca Corporation of Vienna, Virginia (Vendor #170855), by increasing the contract amount by \$381,200.00 from \$3,706,073.20 to \$4,087,273.20 for help desk support services for the Department of Health and Human Services ("DHHS") business units and the users of the Secretary of State ("SOS") Vital Records System.
- 2) Further authorize DoIT to extend the contract for one additional year, from September 1, 2013 to August 31, 2014, effective upon Governor and Executive Council approval. Governor and Executive Council approved the original contract on August 9, 2006 (Item #3). The contract was further amended on August 11, 2009 (Item #17) and again on August 24, 2011 (Item #6).

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds. Funding is available in the following Department of Information Technology accounts:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT
	CLASS CODE-ACCOUNT CODE -CLASS TITLE		
2014	01-03-03-030010-76320000- DoIT- IT for SOS 046-500465 - Consultants	03320006	\$11,000.00
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950002	\$370,200.00
		TOTAL	\$381,200.00

EXPLANATION

This contract provides help desk support to all business units of DHHS and the Vital Records division of SOS, ensuring maximum availability of software applications, and thereby optimum staff productivity. This contract extension is **Sole Source** because it adds an additional one year beyond the authorized extension date of August 31, 2013. DHHS is currently evaluating the most cost effective means of obtaining this support, including but not limited to issuing a new Request for Proposal. Additional time is needed to conclude this analysis and acquire these services.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council

July 24, 2013

Page 2

The current contract with Seneca Corporation provides technical help desk support to all DHHS business units to maintain maximum system availability and employee productivity. Approximately 3,500 DHHS users are currently serviced and supported by Seneca. Also supported through this contract are the various help desk teams within DHHS that handle the triage of support calls for DHHS proprietary applications, such as the Medicaid Management Information System ("MMIS"). The current vendor triages over 25,500 calls per year, resolving an average of 30% on a first call basis with a customer satisfaction rating of 4.68 out of 5. In addition, Seneca provides help desk services, on a per-incident basis, for the applications utilized by the New Hampshire Department of State for the Division of Vital Records Administration, which was transitioned from DHHS to SOS.

Request for Proposal 2006-011, Help Desk Support Services, was publicly issued to prospective vendors on January 24, 2006 to obtain qualified technical staff for help desk support services for DHHS. Five vendors submitted proposals. The proposals were rated, according to the RFP scoring criteria, on candidate and company experience, company viability, and cost. Two vendors were invited for oral presentations.

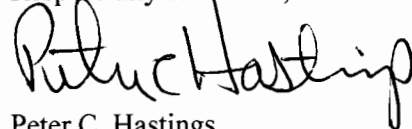
Seneca Corporation achieved the highest score of all submitted proposals and the Selection Committee determined that Seneca Corporation offered the "best value" to the State and would provide the single point of contact to support for all DHHS computer users in an effective method, assuring that personnel receive timely assistance and that no problems are left unresolved.

The contract originally provided support for the DHHS vital records program on a per incident basis. The funding source for the contract was provided entirely by DHHS. In 2003, the Division of Vital Records Administration was transitioned to the New Hampshire Department of State and funding for vital records support is contributed by SOS.

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds.

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,



Peter C. Hastings
Commissioner

PCH/lm
2009-011C
A&E RID #14076

CC: David Rollins, DHHS
Leslie Mason, DoIT
Steven Wurtz, SOS



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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Peter C. Hastings
Commissioner

July 24, 2013

Nicholas A. Toumpas
Commissioner
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

William M. Gardner
Secretary of State of NH
State House, Room 204
107 North Main Street
Concord, N.H. 03301

Dear Commissioner Toumpas and Secretary of State Gardner:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend contract #2006-011 with Seneca Corporation (VC#170855) of Vienna, Virginia. The amendment is further described below and referenced as DoIT #2006-011C.

This is a request to amend a contract with Seneca Corporation to provide technical help desk support to all Department of Health and Human Services business units and the NH Department of State Vital Records Administration Division to maintain maximum system availability and employee productivity. The amendment extends the term of the contract from September 1, 2013 to August 31, 2014, and increases the funding by \$381,200, from \$3,706,073.20 to \$4,087,273.20. The amendment shall be effective upon Governor and Council approval.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval of the amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter C. Hastings".

Peter C. Hastings
Commissioner

PCH/ltn
2006-011C
A&E RID #14076

**STATE OF NEW HAMPSHIRE
 Dept. of Information Technology
 Help Desk Support Services
 2006-011(1002459)
 CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on August 9, 2006, item #3 and amended on August 19, 2009 item #17 and August 24, 2011 item#6, (herein after referred to as the "Agreement"), Seneca Corporation, d/b/a Seneca Support Technologies (hereinafter referred to as "Vendor" or "Seneca") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 13.16 of the Agreement and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to extend the contract, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to include an additional 12 month renewal by extending the expiration date from September 1, 2013 to August 31, 2014.

WHEREAS, the Department wishes to increase the contract price by \$381,200.00 increasing the total contract price from \$3,706,073.20 to \$4,087,273.20.

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

The Contract Agreement (Page 1) is hereby amended as follows:

1. Amend section 1.6 of the General Provisions of the Agreement to reflect a new completion date of August 31, 2014.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$381,200.00 from \$3,706,073.20 to \$4,087,273.20.

Table 1

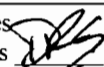
Contract #2006-011 Amendment B Section Number	AMENDED TEXT
Section 1.1	In section Payment Terms add the following:
	a. The monthly fixed fee rate for State DHHS Help Desk Services effective September 1, 2013 is \$30,850.00 for the FY 2014 contract year. The contract expiration date is August 31, 2014. *See attachment 1 & 2"
	Note: Section b. thru d. - no change
Section 2 Total Contract Price	Delete section 2: <i>Total Contract Price</i> , and replace with: 2. TOTAL CONTRACT PRICE Notwithstanding anything in the Contract to the contrary, and notwithstanding Unexpected circumstances, in no event shall the total of all payments exceed \$381,200.00. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Seneca for all fees and expenses, of whatever nature, incurred by Seneca in the performance hereof.
Attachment 1	In section, add the following: Vital Records pricing effective through August 31, 2014.

Initial all pages
 Vendor Initials

STATE OF NEW HAMPSHIRE
Dept. of Information Technology
Help Desk Support Services
2006-011(1002459)
CONTRACT AMENDMENT C

CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-011	Original Contract	August 9, 2006 Item #3	\$1,954,789.00
Amendment #A	First Amendment (A)	August 19, 2009 Item #17	\$982,484.20
Amendment #B	Second Amendment (B)	August 24, 2011 Item #6	\$768,800.00
Amendment #C	Third Amendment (C)	Upon G&C approval	\$381,200.00
	CONTRACT TOTAL		\$4,087,273.20


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Initial all pages
Vendor Initials 

STATE OF NEW HAMPSHIRE
Dept. of Information Technology
Help Desk Support Services
2006-011(1002459)
CONTRACT AMENDMENT C

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



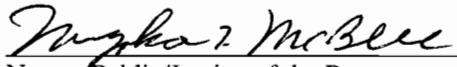
David R. Slifer, Vice President, Operations
Seneca Corporation

Date: 7/9/2013

Corporate Signature Notarized:
STATE OF Virginia
COUNTY OF Fairfax

On this the 9th day of July, ~~200~~²⁰¹³, before me,
~~Miyoko McBee~~, the undersigned Officer David R. Slifer,
personally appeared and acknowledged her/himself to be the Vice President, Operations,
of Seneca Corporation, a corporation, and that she/he, as such
Vice President, Operations being authorized to do so, executed the foregoing instrument for
the purposes therein contained, by signing the name of the corporation by her/himself as
David R. Slifer.

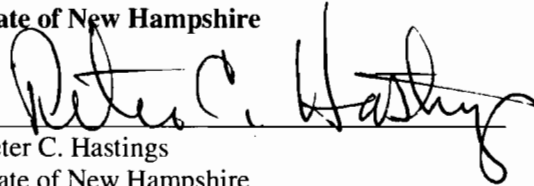
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace
Registration # 7509425
My Commission Expires: June 30, 2015

(SEAL)

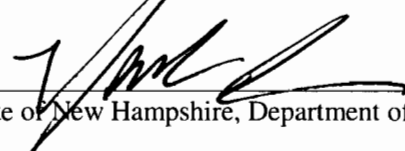
State of New Hampshire



Peter C. Hastings
State of New Hampshire
Department of Information Technology


Date: 7/16/13

Approved by the Attorney General (Form, Substance and Execution)



State of New Hampshire, Department of Justice

Date: 7/17/13

Initial all pages
Vendor Initials 

**STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment B
CONTRACT AGREEMENT**

**EXHIBIT4
THE CONTRACTOR CERTIFICATE OF VOTE**

CERTIFICATE

(Corporation Without Seal)

I, Donna A Kenney, Clerk/Secretary of the Seneca Corporation, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the Seneca Corporation, a Delaware corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 1st day of July, 2013, which meeting was duly held in accordance with Delaware (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance of IT Help Desk Support Services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same:

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Smith T. Wood, President

David R. Slifer, Vice President

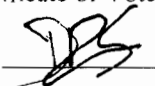
Smith T. Wood, Treasurer

and:

Exhibit 4-S&CSI Certificate of Vote

Initial All Pages:

Contractor Initials



7/9/2013

Page 1 of 2

STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment B
CONTRACT AGREEMENT

EXHIBIT4
THE CONTRACTOR CERTIFICATE OF VOTE

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation
this 9th day of July, 2013



Clerk/Secretary

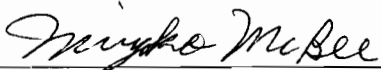
STATE OF Virginia

COUNTY OF Fairfax

On this the 9th day of July, 2013, before me, Miyoko McBee,

The undersigned Officer, personally appeared Donna Kenney, who acknowledged
her/himself to be the Clerk/Secretary of Seneca Corporation, a
corporation, and that she/he, as such Clerk/Secretary being authorized to do so, executed
the forgoing instrument for the purposes therein contained, by signing the name of the corporation by
her/himself as Donna Kenney.

IN WITNESS WHEREOF I hereunto set my hand and official seal



Notary Public/ Justice of the Peace

My Commission Expires: June 30, 2015
Notary Registration # 7509425

Exhibit 4-S&CSI Certificate of Vote

Initial All Pages:

Contractor Initials



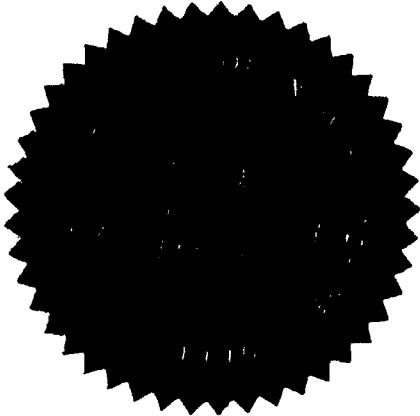
7/9/2013

Page 2 of 2

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 SENECA CORPORATION doing business in New Hampshire as SENECA SUPPORT TECHNOLOGIES, a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on January 11, 2000. 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 7th day of May, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



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DEPARTMENT OF INFORMATION TECHNOLOGY
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S. William Rogers
 Commissioner

July 31, 2011

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Information Technology ("DoIT"), for the benefit of the Department of Health and Human Services ("DHHS") and the New Hampshire Department of State ("SOS"), to exercise a contract renewal option with Seneca Corporation (Vendor # 170855) of Vienna, Virginia, in the amount of \$768,800, from \$2,937,273 to \$3,706,073, from September 1, 2011 to August 31, 2013. The original contract was approved by Governor and Executive Council on August 9, 2006 (Item #3). The contract was further amended on August 11, 2009 (Item #17).

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds. Funding is available in the following Department of Information Technology accounts, contingent on budget authorization for fiscal 2014 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -CLASS TITLE	JOB #	AMOUNT	TOTALS
2012	01-03-03-030010-76320000 - DoIT- IT for SOS 046-500465 - Consultants	03320006	\$7,500.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950102	\$315,500.00	
			2012 Subtotal	\$323,000.00
2013	01-03-03-030010-76320000 - DoIT- IT for SOS 046-500465 - Consultants	03320006	\$10,670.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950102	\$371,600.00	
			2013 Subtotal	\$382,270.00
2014	01-03-03-030010-76320000 - DoIT- IT for SOS 046-500465 - Consultants	03320006	\$1,830.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950102	\$61,700.00	
			2014 Subtotal	\$63,530.00
	Encumbrance: 1002459		GRAND TOTAL	\$768,800.00

EXPLANATION

The current contract with Seneca Corporation provides technical help desk support to all DHHS business units to maintain maximum system availability and employee productivity. Approximately 3,500 DHHS users are currently serviced and supported by Seneca. Also supported through this contract are the various help desk teams within DHHS that handle the triage of support calls for DHHS proprietary applications, such as the Medicaid Management Information System ("MMIS"). The current vendor triages over 25,500 calls per year, resolving an average of 30% on a first call basis with a customer satisfaction rating of 4.68 out of 5. In addition, Seneca provides help desk services, on a per-incident basis, for the applications utilized by the New Hampshire Department of State (SOS) for the Division of Vital Records Administration, which was transitioned from DHHS to SOS.

DoIT seeks to extend the existing Seneca contract, which expires on August 31, 2011. This is the last contract extension specified in the original contract. Due to difficult economic conditions, DoIT and DHHS have again negotiated a significant reduction in pricing for DHHS services under this contract by making alterations to the Seneca performance metrics, changes to technology, and process adjustments. In sum, the monthly rate has been reduced by about 18% off previously reduced rates and about 34% off the rates originally authorized in the contract. As a result of these reductions and other made last biennium, the State will save \$174,135.00 through from September 1, 2011 through August 31, 2013, and \$638,716 over the seven-year life of the contract. DoIT, DHHS, and SOS continue to streamline the process, automate where appropriate, and drive service via a self-help portal to achieve these savings.

During the final two-year term of this contract, DoIT will complete a feasibility analysis of the cost for DoIT to implement and offer these same services to DHHS internally. DoIT will expand its current Help Desk services if the results of the study indicate that it is in the best interest of the State. Otherwise, DoIT will issue a new RFP to reprocure DHHS help desk services, resulting in a new contract in September of 2013.

Request for Proposal 2006-011, Help Desk Support Services, was publicly issued to prospective vendors on January 24, 2006 to obtain qualified technical staff for help desk support services for DHHS. Five vendors submitted proposals. The proposals were rated, according to the RFP scoring criteria, on candidate and company experience, company viability, and cost. Two vendors were invited for oral presentations.

Seneca Corporation achieved the highest score of all submitted proposals and the selection committee determined that Seneca Corporation offered the "best value" to the State and would provide the single point of contact to support for all DHHS computer users in an effective method, assuring that personnel receive timely assistance and that no problems are left unresolved.

The contract originally provided support for the DHHS vital records program on a per incident basis. The funding source for the contract was provided entirely by DHHS. In 2003, the Division of Vital Records Administration was transitioned to the New Hampshire Department of State and funding for vital records support is contributed by SOS.

His Excellency, Governor John Lynch
and the Honorable Executive Council

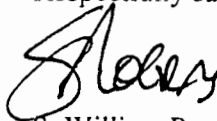
Page 3

July 31, 2011

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds.

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,



S. William Rogers

SWR/ltn
2009-011B
A&E RID #11496

CC: William Baggeroer
Leslie Mason



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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S. William Rogers
Commissioner

July 31, 2011

Mr. Steven Kelleher
Department of Information Technology
65 South Street
Concord, NH 03301

Dear Mr. Kelleher,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend contract #2006-011 with Seneca Corporation (VC#170855) of Vienna, Virginia. The amendment is further described below and referenced as DoIT #2006-011B.

This is a request to amend a contract with Seneca Corporation to provide technical help desk support to all Department of Health and Human Services business units and the NH Department of State Vital Records Administration Division to maintain maximum system availability and employee productivity. The amendment extends the term of the contract from September 1, 2011 to August 31, 2013, and increases the funding by \$768,800, from \$2,937,273.20 to \$3,706,073.20. The amendment shall be effective upon Governor and Council approval. This project was not noted in the NHITP however, the funding has been budgeted for Fiscal Years 2012 through 2013.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval of the amendment.

Sincerely,

A handwritten signature in cursive script that reads "S. William Rogers".

S. William Rogers

SWR/ltn
2006-011B
A&E RID #11496

cc: William Baggeroer
Leslie Mason

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-011, on August 9, 2006, Item #3 and amended August 19, 2009, Item # 17 (herein after referred to as the "Agreement"), Seneca Corporation (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Health and Human Services ("DHHS") and New Hampshire Department of State Division of Vital Records Administration ("SOS"). certain sums as specified therein;

WHEREAS, pursuant to Section 13.16 of the Agreement and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the contract, the Department and the Vendor seek to clarify the Agreement;

WHEREAS, the Department wishes to execute the option for a two-year renewal by extending the expiration date from August 31, 2011 to August 31, 2013.

WHEREAS, the Department wishes to increase the contract price by \$768,800.00 increasing the total contract price from \$2,937,273.20 to \$3,706,073.20.

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


The Contract Agreement (Page 1) is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of August 31, 2013.
2. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation by \$768,800.00 from \$2,937,273.20 to \$3,706,073.20.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:


Table 1

Contract #2006-011 Statement of Work Section Number	AMENDED TEXT
Recitals	<p>Delete the recitals and replace with:</p> <p>RECITALS</p> <p>The State issued a Request for Proposal 2006-011 dated January 24, 2006 to procure IT Help Desk Support Services for approximately 3,500 State personnel;</p> <p>Seneca submitted a Proposal in response to RFP 2006-011; and</p> <p>The State desires to have Seneca implement the proposed IT Help Desk Support Services solution for the State, with associated Services;</p> <p>Seneca successfully delivered the required services throughout the initial term of the Contract; and through the extension period to August 31, 2011;</p>

Initial all pages
Seneca Initials 


STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
AMENDMENT B

	<p>The State desires to extend the Contract for an additional two-year term enabling Seneca to continue to provide IT Help Desk Services while the State develops a full procurement document;</p> <p>THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:</p>
<p>Section 1.2 Order of Precedence</p>	<p>Delete section 1.2: <i>Order of Precedence</i> and replace with:</p> <p>1.2 Order of Precedence</p> <p>In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:</p> <p>A. <i>The State of New Hampshire Terms and Conditions</i>, as stated in Appendix G, Section G-4 of the RFP and the <i>General Contract Requirements</i>, as stated in the RFP Section 6.</p> <p>B. State of New Hampshire, Department of Information Technology Contract with Seneca, with Exhibits, Attachments, and Amendments</p> <p>C. RFP 2006-011 Department of Information Technology, Help Desk Support Services, dated January 24, 2006, with Addendum I incorporated;</p> <p>D. Contract Amendment A</p> <p>E. Contract Amendment B</p> <p>F. Seneca Proposal to RFP 2006-011, dated March 3, 2006.</p> <p>G. Seneca Proposal for Conversion to IncidentTrax, dated May 15, 2009</p> <p>H. Seneca Proposal for Extension of Services, dated June 28, 2011</p> <p>I. The IT Project Required Work Procedures, Section G-1 of the RFP.</p>
<p>Section 2.2 Contract Services</p>	<p>Delete Subsection 3 and replace with:</p> <p>3. Provide all necessary equipment, telecommunication circuits, and installation and implementation to allow for Internet and Virtual Private Network (VPN) connection to the State, including redundancy to ensure back up services in the event of an outage. State will provide VPN accounts/access to Seneca, as required.</p>
<p>Section 4.5 State Project Manager</p>	<p>Delete the existing State Project Manager and replace with:</p> <p style="text-align: center;">Todd Ringelberg HDS Supervisor/Project Manager NH Department of Information Technology 27 Hazen Drive Concord, NH 03301 Tel. No.: (603) 223- 5728 Fax No.: (603) 271- 6531 E-mail: todd.ringelberg@dojt.nh.gov</p>
<p>Section 13.16 Notice</p>	<p>In section 13.16: <i>Notice</i>, remove the name and contact information for "Kim Taylor-Miller" and replace with:</p> <p style="text-align: center;">Todd Ringelberg HDS Supervisor/Project Manager NH Department of Information Technology 27 Hazen Drive Concord, NH 03301</p>

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STATE OF NEW HAMPSHIRE
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HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
AMENDMENT B

	<p>Tel. No.: (603) 223- 5728 Fax No.: (603) 271- 6531 E-mail: todd.ringelberg@doit.nh.gov</p>
Section 14 Definitions	<p>In Section 14: <i>Definitions</i>, delete the definition for "workflow" and replace with: A SupporTrax and IncidenTrax feature that allows for automated business processes.</p>
Contract #2006-011 Exhibit A Section Number	AMENDED TEXT
Section 1.3 B	Delete the table in Section 1.3-B and replace with Table I in Attachment 5.
Section 1.3 C	<p>Delete Section C and replace with:</p> <p>C. Seneca and the State shall establish and maintain a point-to-point Virtual Private Network (VPN) between Seneca and the State. ICC staff will continue to use the link to connect to a State-managed Windows Terminal Server to provide password resets. State DHHS staff and DoIT staff will continue to utilize the State connection to the Internet to access IncidenTrax and Seneca's other Help Desk Support Services tools.</p>
Section 1.3 D	<p>Delete Section D and replace with:</p> <p>D. Not used.</p>
Section 1.3 E	<p>Delete Section E and replace with:</p> <p>E. It will be the responsibility of Seneca to continue to provide all necessary equipment, telecommunication circuits, and installation and implementation for standard Internet and VPN connection to State. State will provide VPN accounts/access into State VPN system.</p>
Contract #2006-011 Exhibit B Section Number	AMENDED TEXT
Section 1	<p>In section 1: Payment Terms, delete the section titled "Fixed Monthly Pricing" and replace with:</p> <p>Not to Exceed Pricing: This Not to Exceed Contract is for Seneca to provide Help Desk Support Services for the State's primary stakeholder under this Contract. The State and Seneca have agreed upon the following pricing adjustments:</p> <p>1.1 Pricing Adjustments</p> <ol style="list-style-type: none"> a. General Rate The monthly fixed fee rate for State DHHS Help Desk Services effective September 1, 2011 is \$31,550 for the FY2012 contract year and \$30,850 for the FY2013 contract year. The contract expiration date is August 31, 2013. b. Incremental per Incident charge for Vital Records Support will be \$19.66 per incident

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STATE OF NEW HAMPSHIRE
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	<p>c. Monthly service level holdback amounts are reflected in Attachment 2, Table 1.</p> <p>d. Monthly fixed fees will be billed in advance, with incremental charges and service level incentive/penalties for the previous month listed separately</p>
Section 1 Payment Terms	Delete all pricing tables in Section 1: <i>Payment Terms</i> , and replace with the tables on Attachment 1.
Section 2 Total Contract Price	Delete section B: <i>Total Contract Price</i> , and replace with: <p>2. TOTAL CONTRACT PRICE Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$3,706,073.20. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Seneca for all fees and expenses, of whatever nature, incurred by Seneca in the performance hereof.</p>
Section 7: Monthly Hold Back	Delete the first table (Table 1) in Section 7: <i>Monthly Hold Back</i> , and replace with the table in Attachment 2 of this amendment.
Subsection 2B	Delete the following language from Subsection 2B: <p>B. The necessary availability of the Integrated Call Center is to be twenty-four (24) hours per day, seven (7) days per week, 365 days per year. Seneca Corporation is responsible for maintaining the operational status of the connectivity, and Seneca Corporation provided applications and must monitor, trouble-shoot and resolve all issues related to service availability and functionality.</p> <p>Replace with the following:</p> <p>B. The necessary availability of the Integrated Call Center is to be twenty-four (24) hours per day, seven (7) days per week, 365 days per year. Seneca Corporation is responsible for maintaining the operational status of the telecommunications and Internet connectivity into the ICC, and Seneca Corporation provided applications and must monitor, trouble-shoot and resolve all issues related to service availability and functionality.</p>
Section 7: Monthly Hold Back	Delete the second table in Section 7: <i>Monthly Hold Back</i> , and replace with the table in Attachment 3.
Contract #2006-011 Exhibit H	AMENDED TEXT
Requirements	Delete Requirement 5 and replace with: <p>The Vendor must provide all necessary equipment, and telecommunication circuits, including redundancy to support back up services in the event of an outage.</p>
Contract #2006-011 Exhibit N Section Number	AMENDED TEXT
Section 1	Delete the existing language in Exhibit N and replace with:

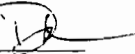
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STATE OF NEW HAMPSHIRE
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	<p>I. Seneca Proposals</p> <p>Seneca Corporation Proposal to the Department of Health and Human Services and the Department of Information Technology, DHHS-RFP 2006-011 is incorporated herein by reference.</p> <p>Seneca Corporation Proposal to the Department of Health and Human Services and the Department of Information Technology for Conversion to IncidentTrax, dated May 15, 2009 is incorporated herein by reference.</p> <p>Seneca Corporation Proposal to the NH Department of Information Technology, dated June 28, 2011 is incorporated herein by reference.</p>
--	---

Table 3 Contract 2006-011 Contract Amendment Descriptions


CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-011	Original Contract	August 9, 2006 Item #3	\$1,954,789.00
Amendment #A	First Amendment (A)	August 11, 2009 Item #17	\$ 982,484.20
Amendment #B	Second Amendment (B)	Upon G&C approval	\$ 768,800.00
	CONTRACT TOTAL		\$3,706,073.20.

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STATE OF NEW HAMPSHIRE
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.




David Silver, Vice President of Operations
Seneca Corporation

Date: 7/15/11

Corporate Signature Notarized:
STATE OF virginia
COUNTY OF FAIRFAX

On this the 15th day of July, 2011, before me, Nikki Silver, the undersigned Officer David Silver, personally appeared and acknowledged her/himself to be the Vice President, of Seneca Corporation, a corporation, and that she/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as David R. Silver.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

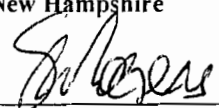


Notary Public/Justice of the Peace

My Commission Expires: 04/30/2014

(SEAL)

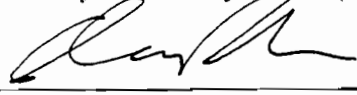


State of New Hampshire


S. William Rogers, State of New Hampshire
Department of Information Technology


Date: 7/18/2011

Approved by the Attorney General (Form, Substance and Execution)



State of New Hampshire, Department of Justice

Date: 7/18/11

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 HELP DESK SUPPORT SERVICES
 CONTRACT 2006-011
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ATTACHMENT 1

DHHS - Fixed Monthly Pricing

24 hrs by 7 days Service Times	Year 1	Year 2	Year 3	Ext. 1 Year 1	Ext. 1 Year 2	Ext. 2 Year 1	Ext. 2 Year 2
Amendment B Pricing 24 hrs by 7 days	\$523,296	\$538,992	\$546,840	\$484,664	\$457,740	\$378,600	\$370,200

Vital Records - Per Incident

Service Times	Year 1	Year 2	Year 3	Ext. 1 Year 1	Ext. 1 Year 2	Ext. 2 Year 1	Ext. 2 Year 2
Amendment B Price	\$18,072	\$18,612	\$19,170	\$19,746	\$19,746	\$9,000	\$11,000

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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ATTACHMENT 2

Table 1: Monthly Holdback Matrix

Area	Service Level	Measurement Tool	Incentive Earned for Meeting Service Level
Call Handling	<ul style="list-style-type: none"> • 90% of calls received and logged within 2 minutes* • 95% of calls received and logged within 3 minutes* 	ACD Reports	1% of previous month's billing (note: both conditions must be met to achieve incentive)
Call Handling	<ul style="list-style-type: none"> • <8% abandoned* 	ACD Reports	1% of previous month's billing
Email Handling	<ul style="list-style-type: none"> • 90% of email logged within 15 minutes of receipt • 95% of email logged within 30 minutes of receipt* 	ACD Reports	0.5% of previous month's billing (note: both conditions must be met to achieve incentive)
Call Resolution (COTS/OS)	<ul style="list-style-type: none"> • 70% first call resolution 	Incident Trax	1% of previous month's billing
Call Resolution (COTS/OS)	<ul style="list-style-type: none"> • 80% resolved ≤ 2 hours • 90% resolved ≤ 1 business day • 95% resolved ≤ 2 business days 	Incident Trax	1% of previous month's billing (note: all three conditions must be met to achieve incentive)
Call Escalation	<ul style="list-style-type: none"> • ≤ 15 minute average 	Incident Trax	0.5% of previous month's billing
Customer Satisfaction	<ul style="list-style-type: none"> • ≥ 85% 	Automated Survey	1.5% of previous month's billing
System Uptime	<ul style="list-style-type: none"> • 98% system uptime (hours of 6:00AM to 8:00 PM, ET, M-F*, excluding State holidays) - Support Trax - Support Portal - Knowledgebase 	Network/Server Monitoring Tool	1% of previous month's billing
Total			7.5% of previous month's billing

* Changed from previous contract period

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 HELP DESK SUPPORT SERVICES
 CONTRACT 2006-011
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ATTACHMENT 3

Table 2

Service or System	Definition	Amount of Penalty
800 # for ICC	Toll-free phone-based access to ICC	\$50/hr
Email Access to ICC	Customer/support ring email access to ICC	\$50/hr
IncidentTrax/Support Portal	Web-based access for both Support Ring and Customers to ICC	\$50/hr
Any combination of the above	Two or more of the above conditions	Sum of hourly penalty

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

ATTACHMENT 4

DHHS Online Help Desk Support Portal

DHHS and Seneca shall continue to transition support requests from telephone intake to the DHHS Online Help Desk support portal. The portal is a web-based application developed within Seneca's *IncidentTrax* to allow all 3200 DHHS customers online access to submit new incidents, view current system outages, and view the status of previously submitted requests.

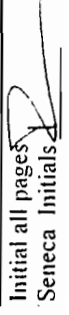
The following State proprietary applications have been deployed through the DHHS Online Help Desk support portal:

- Bridges
- BEAS Options
- Data Warehouse
- NH First (ERP/Lawson)
- MDSS
- New HEIGHTS
- NECSES
- Hospital Apps (in development)

Seneca shall work with DHHS personnel to for development/revision of incident classification, forms, workflows and routing matrices to assist DHHS in modifying DHHS staff processes to utilize the portal for a broader range of applications and standard requests for service. Seneca will also work with DHHS and DOIT personnel to deploy Account Management and common requests to the Support Portal.

Candidates for Future Inclusion in DHHS Online Help Desk

AIM/MMIS	First Health Applications
ANSOS	Glenciff Applications
Centra	IFS/GHRS
DBH/DAD/APR	Medicaid CTS
Disaster Recovery Applications	Lotus Notes DB Development
JOLT	OHM
LITS	OIS-DBHC Apps
WIC	Moves/Adds/Changes
Employee Onboarding/Termination Requests	Specific Network Services Requests (e.g., Email Compacting, Backup/Restore)

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ATTACHMENT 5

Table 3 Performance Metrics

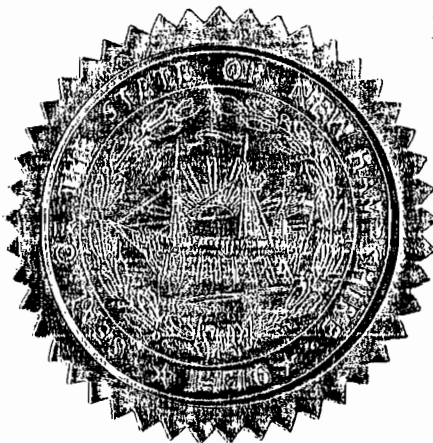
Service Element	Call Handling	Call Resolution, COTS, OS	Call Escalation	Customer Satisfaction	System Availability
Performance Level	<ul style="list-style-type: none"> ▪ 90% of calls received and logged within 2 minutes ▪ 95% of calls received and logged within 3 minutes ▪ < 8% call abandonment rate ▪ 90% of e-mail requests received and logged within 15 minutes ▪ 95% of e-mail requests received and logged within 30 minutes 	<ul style="list-style-type: none"> ▪ 70% first call resolution ▪ 80% call resolution ≤ 2 hours ▪ 90% calls resolved ≤ 1 business day ▪ 95% of calls resolved ≤ 2 business days. 	<ul style="list-style-type: none"> ▪ ≤ 15 minute average 	<ul style="list-style-type: none"> ▪ ≥ 85% 	<ul style="list-style-type: none"> ▪ 98% system up time (6:00AM-8:00PM ET, M-F, excluding State holidays).

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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 Seneca Corporation doing business in New Hampshire as SENECA SUPPORT TECHNOLOGIES, a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on January 11, 2000. 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 13th day of July, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment B
CONTRACT AGREEMENT

EXHIBIT4
THE CONTRACTOR CERTIFICATE OF VOTE

CERTIFICATE

(Corporation Without Seal)

I, Donna A. Kenney, Clerk/Secretary of the Seneca Corporation, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the Seneca Corporation, a Delaware corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 6th day of July, 2011, which meeting was duly held in accordance with Delaware (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance of IT Help Desk Support Services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Smith T. Wood, President

David R. Slifer, Vice President

Smith T. Wood, Treasurer

and;

Exhibit 4-S&CSI Certificate of Vote
Initial All Pages:
Contractor Initials



7/14/2011

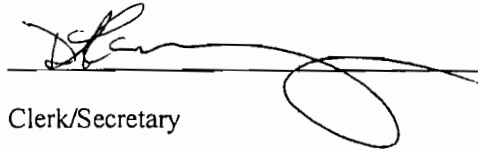
Page 1 of 2

STATE OF NEW HAMPSHIRE DEPARTMENT OF
HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment B
CONTRACT AGREEMENT

EXHIBIT4
THE CONTRACTOR CERTIFICATE OF VOTE

(7) the corporation has no seal.

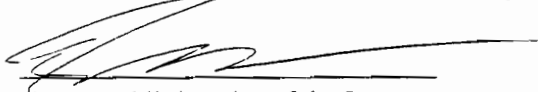
IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation
this 14th day of July, 2011


Clerk/Secretary

STATE OF Virginia
COUNTY OF Fairfax

On this the 14 day of July, 2011, before me, Ryan Wrenn,
The undersigned Officer, personally appeared Donna Ann Kenney, who acknowledged
her/himself to be the Secretary of Seneca Corp, a
corporation, and that she/he, as such Secretary being authorized to do so, executed
the forgoing instrument for the purposes therein contained, by signing the name of the corporation by
her/himself as Donna Ann Kenney.

IN WITNESS WHEREOF I hereunto set my hand and official seal


Notary Public/ Justice of the Peace
My Commission Expires: 1-31-12

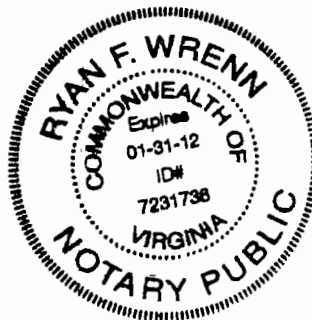


Exhibit 4-S&CSJ Certificate of Vote

Initial All Pages:

Contractor Initials DA

7/14/2011

Page 2 of 2

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 CBIZ-Columbia 9755 Patuxent Woods Drive Suite 200 Columbia, MD 21046	CONTACT NAME: B Jones PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: btjones@cbiz.com PRODUCER CUSTOMER ID #: _____														
INSURED Seneca Corporation 8320 Old Courthouse Road Suite 200 Vienna, VA 22182	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Insurance															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			42SBQBV6402	09/15/2010	09/15/2011	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY			42SBQBV6402	09/15/2010	09/15/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			42XHQXF9681	09/15/2010	09/15/2011	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$5,000,000
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			42WEQNJ1697	09/15/2010	09/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

CERTIFICATE HOLDER State of NH, Department of Information Technology 27 Hazen Drive 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 CBIZ Insurance Services, Inc.
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 603-271-2843 1-800-852-3354 x2843
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Approved
G+C
8-19-09
#17

Richard C. Bailey, Jr.
 Chief Information Officer

July 30, 2009

His Excellency, Governor John Lynch
 and the Honorable Executive Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

- 1) Authorize the Department of Information Technology ("DoIT"), for the benefit of the Department of Health and Human Services ("DHHS") and the New Hampshire Department of State ("SOS"), to amend a contract with Seneca Corporation (Vendor # 170855) of Vienna, Virginia, by increasing the contract amount by \$982,484.00, from \$1,954,789.20 to \$2,937,273.20 for help desk support services.
- 2) Further authorize DoIT to extend the contract for two additional years, from the original contract expiration date of August 31, 2009 through August 31, 2011. **100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds.**

Funding is available in account Technical Support Services Division, contingent on budget authorization for fiscal 2010 and 2011 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

FY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME	JOB #	AMOUNT	TOTALS
	CLASS CODE-ACCOUNT CODE -CLASS TITLE			
2010	01-03-03-030010-76320000- DoIT- IT for SOS 046-500465 - Consultants	03320006	\$ 16,460.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046- 500465 - Consultants	03950102	\$ 406,374.00	
			2010 Subtotal	\$424,834.00
2011	01-03-03-030010-76320000 - DoIT- IT for SOS 046-500465 - Consultants	03320006	\$ 20,232.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950102	\$ 457,740.00	
			2011 Subtotal	\$477,972.00
2012	01-03-03-030010-76320000 - DoIT- IT for SOS 046-500465 - Consultants	03320006	\$ 3,388.00	
	01-03-03-030010-76950000 - DoIT- IT for DHHS 046-500465 - Consultants	03950102	\$ 76,290.00	
			2012 Subtotal	\$ 79,678.00
	BOA Encumbrance: 190464-09		GRAND TOTAL	\$ 982,484.00

EXPLANATION

The current contract with Seneca Corporation provides technical help desk support to all DHHS business units to maintain maximum system availability and employee productivity. Approximately 3,500 DHHS users are currently serviced and supported by Seneca. Also supported through this contract are the various help desk teams within DHHS that handle the triage of support calls for DHHS proprietary applications, such as the Medicaid Management Information System ("MMIS"). The current vendor triages over 25,500 calls per year, resolving an average of 30% on a first call basis with a customer satisfaction rating of 4.68 out of 5. In addition, Seneca provides help desk services, on a per-incident basis, for the applications utilized by the New Hampshire Department of State for the Division of Vital Records Administration, which was transitioned from DHHS to SOS.

DoIT seeks to extend the existing Seneca contract, which expires on August 31, 2009. The original contract includes a provision allowing for two 2-year extensions. Due to difficult economic conditions, DoIT and DHHS have negotiated a significant reduction in pricing for DHHS services under this contract. In summary, these reductions include:

- a. **General Rate Reduction** The monthly not-to-exceed rate for State DHHS services shall be reduced by 3% to \$44,878 effective March 1, 2009. This rate shall remain in effect through December 31, 2009.
- b. **Proprietary Applications Rate Reduction** The monthly not-to-exceed rate for State DHHS services shall be reduced by an additional 15% to \$38,145 effective January 1, 2010 in conjunction with the deployment and use of Seneca's IncidentTrax portal to enter Help Desk Requests related to DHHS Proprietary Applications as described in Section 1.3 of this amendment. This rate shall remain in effect through August 31, 2011
- c. **Additional Rate Reductions Proposal** Seneca and State will continue to examine additional changes in processes, practices, methodologies and systems to further reduce rates. Seneca agrees to examine their business practices and submit a draft proposal for further price reductions by January 1, 2010 and a final proposal by February 1, 2010.

As a result of these reductions, the State will save \$209,572 through August 31, 2011, and \$444,580 over the seven-year life of the contract. DoIT, DHHS, and SOS are continuing to work with Seneca to streamline and automate services resulting in further savings.

Request for Proposal 2006-011, Help Desk Support Services, was publicly issued to prospective vendors on January 24, 2006 to obtain qualified technical staff for help desk support services for DHHS. Five vendors submitted proposals. The proposals were rated, according to the RFP scoring criteria, on candidate and company experience, company viability, and cost. Two vendors were invited for oral presentations.

The contract originally provided support for the DHHS vital records program on a per incident basis. The funding source for the contract was provided entirely by DHHS. In 2003, the Division of Vital Records Administration was transitioned to the New Hampshire Department of State and funding for vital records support is contributed by SOS.

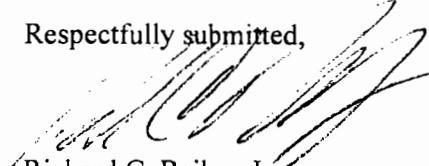
Seneca Corporation achieved the highest score of all submitted proposals and the selection committee determined that Seneca Corporation offered the "best value" to the State and would provide the single point of contact to support for all DHHS computer users in an effective method, assuring that personnel receive timely assistance and that no problems are left unresolved.

His Excellency, Governor John Lynch
and the Honorable Executive Council
Page 3
July 30, 2009

100% Other (Agency Class 27) Funds: the agency Class 27 used by DHHS to reimburse DoIT for this contract is 58% General Funds and 42% Federal Funds. SOS shall reimburse DoIT with 100% Other (Vital Records) Funds.

The Department of Information Technology respectfully requests approval of this amendment.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer

RCB/ltn
2009-011A
A&E RID #8804

CC: William Baggeroer
Leslie Mason
Kimberly Taylor Miller



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

27 Hazen Dr., Concord, NH 03301
603-271-2843 1-800-852-3345 x2843
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.doit.nh.gov/doit

Richard C. Bailey, Jr.
Chief Information Officer

July 31, 2009

Mr. John O'Neal
Director of Applications Development
Department of Information Technology
49 Donovan Street
Concord, NH 03301

Dear Mr. O'Neal,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend contract #2006-011 with Seneca Corporation (VC#105810) of Vienna, Virginia. The amendment is further described below and referenced as DoIT #2006-011A.

This is a request to amend a contract with Seneca Corporation to provide technical help desk support to all Department of Health and Human Services business units and the NH Department of State Vital Records Administration Division to maintain maximum system availability and employee productivity. The amendment extends the term of the contract from September 1, 2009 to August 31, 2011, and increases the funding from \$1,954,789.20 to \$2,937,273.20. The amendment shall be effective upon Governor and Council approval. This project was not noted in the NHITP however, the funding has been budgeted for Fiscal Years 2010 and 2011.

A copy of this letter will accompany the Department of Information Technology's submission to Governor and Executive Council for approval of the amendment.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a faint, larger version of the same signature.

Richard C. Bailey, Jr.

RCB/ltn
2006-011A
A&E RID #8804

cc: William Baggeroer
Kim Taylor-Miller
Leslie Mason

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-011, on August 9, 2006, Item #3 (herein after referred to as the "Agreement"), Seneca Corporation (hereinafter referred to as the "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Department of Health and Human Services ("DHHS") and New Hampshire Department of State Division of Vital Records Administration ("SOS"), certain sums as specified therein;

WHEREAS, pursuant to Section 13.16 of the Agreement and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, effective September 5, 2008, the legal name of the Office of Information Technology was changed to "Department of Information Technology" the parties agree that all references in the Agreement and Exhibits between the parties to "Office of Information Technology" or "OIT" shall now be considered to reference the new legal name, Department of Information Technology ("DoIT");

WHEREAS, the Vendor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, Department wishes to extend the contract, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$982,484.00 to bring the total contract price to \$2,937,273.20.

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

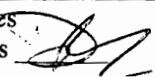
The Contract Agreement (Page 1) is hereby amended as follows:

1. Block 1.3 titled, "State Agency Name" is changed from "Office of Information Technology" to "Department of Information Technology" The parties further agree that all references in the Agreement and Exhibits between the parties to "Office of Information Technology or "OIT" shall now be considered to reference the new legal name, Department of Information Technology or DoIT.
2. Amend the account number in Section 1.5 to read: See Attachment 3 of Amendment A.
3. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of August 31, 2011.
4. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$1,954,789.20 to \$2,937,273.20.

Exhibit A: Scope of Work/Services of the Agreement is hereby amended as described in Table 1:

Table 1

Contract #2006-011 Statement of Work Section Number	AMENDED TEXT
Introduction	Delete the existing introductory paragraph and replace with: This Contract is by and between the State of New Hampshire, Department of Information Technology (the "State") (for the benefit of the Department of Health and Human Services and New Hampshire Department of State Division of Vital Records Administration), and Seneca Corporation ("Seneca") having its principal place of business

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Seneca Initials 

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
AMENDMENT A**

	at 8320 Old Courthouse Road, Vienna, Virginia 22182.
Recitals	<p>Delete the recitals and replace with:</p> <p>RECITALS</p> <p>The State issued a Request for Proposal 2006-011 dated January 24, 2006 to procure IT Help Desk Support Services for approximately 3,500 State personnel;</p> <p>Seneca submitted a Proposal in response to RFP 2006-011; and</p> <p>The State desires to have Seneca implement the proposed IT Help Desk Support Services solution for the State, with associated Services;</p> <p>Seneca successfully delivered the required services throughout the initial term of the Contract; and</p> <p>The State desires to extend the Contract for an additional two years enabling Seneca to continue to provide IT Help Desk Services;</p> <p>THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:</p>
Section 1.2	<p>Delete section 1.2: <i>Order of Precedence</i> and replace with:</p> <p>1.1 Order of Precedence</p> <p>In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:</p> <p>A. <i>The State of New Hampshire Terms and Conditions</i>, as stated in Appendix G, Section G-4 of the RFP and the <i>General Contract Requirements</i>, as stated in the RFP Section 6.</p> <p>B. State of New Hampshire, Department of Information Technology Contract with Seneca, with Exhibits, Attachments, and Amendments</p> <p>C. RFP 2006-011 Department of Information Technology, Help Desk Support Services, dated January 24, 2006, with Addendum 1 incorporated;</p> <p>D. Seneca Proposal to RFP 2006-011, dated March 3, 2006.</p> <p>E. Seneca Proposal for Conversion to IncidenTrax, dated May 15, 2009</p> <p>F. The IT Project Required Work Procedures, Section G-1 of the RFP.</p>
Section 2.2	<p>Add the following to section 2.2: <i>Contract Services</i>:</p> <p>14. Migrate tracking application from SupporTrax to IncidenTrax (Work Plan, Training)</p> <p>15. Develop a business plan for continuous automation of service requests, resulting in additional cost savings to the State.</p> <p>16. Implement the aforementioned business plan.</p>
Section 4.3	<p>Delete section 4.3.3.1 and replace with:</p> <p>Seneca's Key Project Staff shall consist of the following individuals in roles as identified below:</p>

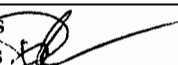
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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CONTRACT 2006-011
AMENDMENT A**

	Elizabeth Woinoski Manager, Technical Support Center Lyle Olasifove Client Program Coordinator		
Section 4.4	Delete the existing State Contract Manager and replace with: Todd Ringelburg Help Desk Manager NH Department of Information Technology 27 Hazen Drive Concord, NH 03301 Tel. No.: (603) 223- 5728 Fax No.: (603) 271- 6531 E-mail: todd.ringelberg@doit.nh.gov		
Section 4.5	Delete the existing State Project Manager and replace with: Kim Taylor Miller HDS Supervisor/Project Manager NH Department of Information Technology 27 Hazen Drive Concord, NH 03301 Tel. No.: (603) 223- 5718 Fax No.: (603) 271- 6531 E-mail: kimberly.taylor-miller@doit.nh.gov		
Section 13.6	In the section 13.6: <i>Dispute Resolution Responsibility and Schedule Table</i> , remove the name "Irene Koffink" and replace with "Todd Ringelberg."		
Section 13.16	In section 13.16: <i>Notice</i> , remove the name and contact information for "Irene Koffink" and replace with: Kim Taylor-Miller HDS Supervisor/Project Manager NH Department of Information Technology 27 Hazen Drive Concord, NH 03301 Tel. No.: (603) 223- 5718 Fax No.: (603) 271- 6531 E-mail: kimberly.taylor-miller@doit.nh.gov		
Section 14	In section 14: <i>Definitions</i> , delete the definition for IncidenTrax and replace with: A web-based incident management application evolved from SupporTrax and geared towards the Incident Management applications.		
Section 14	In section 14: <i>Definitions</i> , delete the term "Office of Information Technology" and the associated definition and replace with: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Department of Information Technology (DoIT)</td> <td style="width: 50%; padding: 5px;">The Department of Information Technology established under RSA 21-R.</td> </tr> </table>	Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R.		
Section 14	In Section 14: <i>Definitions</i> , delete the definition for "workflow" and replace with: A SupporTrax and IncidenTrax feature that allows for automated business processes.		

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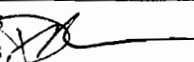
STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
CONTRACT 2006-011
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Contract #2006-011 Exhibit A - T Section Number	AMENDED TEXT
All Exhibits	Except where specifically noted, all references to "SupporTrax" shall be changed to read: "SupporTrax and/or IncidenTrax."
Contract #2006-011 Exhibit A Section Number	AMENDED TEXT
Section 1.3	Add the following language to Section 1.3: <i>The State and Seneca Agree:</i> subsection F: <i>ICC Call Management System:</i> <ol style="list-style-type: none"> a. Seneca shall reduce the cost of Services to the State as described in Exhibit B, Section 1. b. As of July 15, 2009, Seneca shall begin the process of implementing IncidenTrax and migrating the State's users in accordance with Contract Exhibits E, F, and H. IncidenTrax shall be deployed for use by the State on October 1, 2009. c. State users of IncidenTrax shall be fully trained by October 1, 2009. d. Upon deployment and training of the IncidenTrax application (October 1, 2009), all DHHS and SOS users shall have the option to use the new IncidenTrax portal. On November 1, 2009, State personnel will be required to enter Help Desk requests directly into the IncidenTrax portal for any requests regarding DHHS proprietary applications included on the DHHS Proprietary Applications List, as more fully described on pages 5 – 7 of the Seneca Proposal dated May 15, 2009. Phone calls and emails to Seneca for DHHS proprietary applications shall be reserved for urgent needs or if the IncidenTrax portal is not available. e. Due to State budget constraints, the State desires to continue to consider changes to Seneca's service delivery methodologies to further reduce costs. Seneca agrees to examine their business practices and submit a draft proposal for further cost reductions by January 1, 2010 and a final proposal by February 1, 2010.
Contract #2006-011 Exhibit B Section Number	AMENDED TEXT
Section 1	In section 1: Payment Terms, delete the section titled "Fixed Monthly Pricing" and replace with: Not to Exceed Pricing: This Not to Exceed Contract is for Seneca to provide Help Desk Support Services for the State's primary stakeholder under this Contract. The State and Seneca have agreed upon the following pricing adjustments: 1.1 Pricing Adjustments <ol style="list-style-type: none"> a. General Rate Reduction The monthly not-to-exceed rate for State DHHS services shall be reduced by 3% to \$44,876 effective March 1, 2009. This rate shall remain in effect through December 31, 2009. b. Proprietary Applications Rate Reduction The monthly not-to-exceed rate for

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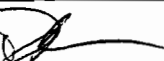
**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
HELP DESK SUPPORT SERVICES
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	<p>State DHHS services shall be reduced by an additional 15% to \$38,145 effective January 1, 2010 in conjunction with the deployment and use of Seneca's IncidentTrax portal to enter Help Desk Requests related to DHHS Proprietary Applications as described in Section 1.3 of this amendment. This rate shall remain in effect through August 31, 2011</p> <p>c. Inflation Rate Increase The monthly not to exceed rate for State DHHS services shall be increased by 3% to \$39,289 effective September 1, 2011 and shall remain in effect through the end of this contract, August 31, 2013.</p> <p>d. Additional Rate Reductions Proposal Seneca and State will continue to examine additional changes in processes, practices, methodologies and systems to further reduce rates. Seneca agrees to examine their business practices and submit a draft proposal for further price reductions by January 1, 2010 and a final proposal by February 1, 2010.</p> <p>e. Future Rate Reductions The monthly not-to-exceed rate for State DHHS services may be further modified under this agreement if mutually agreed upon and signed in writing.</p>
Section 1	Delete all pricing tables and replace with the tables on Attachment 1.
Section 2	Delete section B: <i>Total Contract Price</i> , and replace with: 2. TOTAL CONTRACT PRICE Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$2,937,273.20 for the initial Contract term of three (3) years, plus the 2-year extension. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Seneca for all fees and expenses, of whatever nature, incurred by Seneca in the performance hereof.
Section 2	Delete the first table in section 2 and replace with the table in Attachment 2.
Contract #2006-011 Exhibit E Section Number	AMENDED TEXT
Section 1.1	Add the following language to Exhibit E, section 1.1 <i>Key Components</i> : <u>IncidentTrax</u> IncidentTrax is a web-based incident management application, evolved from SupporTrax, Seneca's Service Request Management System. IncidentTrax has most of the features of SupporTrax, with the additional ability to develop custom incident forms, assign contacts (people) to sources (e.g., locations, departments), and then assign a hierarchy within each source. IncidentTrax also includes enhanced workflow and notification capability.
Section 1.4	Add the following language to Exhibit E, section 1.4: 1.4 Implementation of IncidentTrax to Central Help Desk The process for migration to IncidentTrax is described in the Seneca Proposal for Conversion to IncidentTrax, dated May 15, 2009, and incorporated herein as Exhibit N: <i>Contractor Proposal by Reference</i> .

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Contract #2006-011 Exhibit F Section Number	AMENDED TEXT
Section 1	Add the following language to section 1: <i>Testing and Acceptance</i> : Testing for the IncidenTrax application shall commence on August 15, 2009 and shall be completed by September 15, 2009 to support the anticipated deployment date of October 1, 2009, as described in the Seneca Proposal for Conversion to IncidenTrax, dated May 15, 2009, utilizing the testing process described below in Sections 1.1 through 1.4.
Contract #2006-011 Exhibit L Section Number	AMENDED TEXT
Section 1	Add the following language to Exhibit F, section 1: <i>Training</i> : Upon migration to IncidenTrax, training for DHHS shall focus on utilizing the new application. Particular attention should be paid to the differences between IncidenTrax and SupporTrax, since DHHS support-ring members are already very familiar with SupporTrax. State user training shall commence on or before September 15, 2009.
Section 1	Delete the following language from Exhibit F: section 1: <i>Training</i> : After initial training on the systems new features and enhancements, Seneca will continue to monitor user need for follow-up training and will coordinate ad hoc sessions as required. All training manuals for the latest version of SupporTrax are available electronically and are updated with every release. Replace with: After initial training on IncidenTrax, Seneca will continue to monitor user need for follow-up training and will coordinate ad hoc sessions as required. All training manuals for the latest version of IncidenTrax are available electronically and are updated with every release.
Contract #2006-011 Exhibit N Section Number	AMENDED TEXT
Section 1	Delete the existing language in Exhibit N and replace with: 1. Seneca Proposals Seneca Corporation Proposal to the Department of Health and Human Services and the Department of Information Technology, DHHS-RFP 2006-011 is incorporated herein by reference. Seneca Corporation Proposal to the Department of Health and Human Services and the Department of Information Technology for Conversion to IncidenTrax, dated May 15, 2009 is incorporated herein by reference.

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STATE OF NEW HAMPSHIRE
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Table 3 Contract 2006-011 Contract Amendment Descriptions

CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-011	Original Contract	8/9/2006	\$1,954,789.20
Amendment #A	First Amendment (A)	Upon G&C approval	\$982,484.00
	CONTRACT TOTAL		\$2,937,273.20

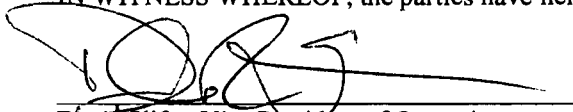
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect upon the approval date from the Governor and the Executive Council.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.


David Slifer, Vice President of Operations
Seneca Corporation

Date: 7/27/09


Corporate Signature Notarized:

STATE OF Virginia

COUNTY OF Fairfax

On this the 27 day of JULY, 2009, before me, MATTHEW HUGHES, the undersigned Officer DAVID SLIFER personally appeared and acknowledged her/himself to be the Vice President, of Seneca Corporation, a corporation, and that she/he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as David R. Slifer.

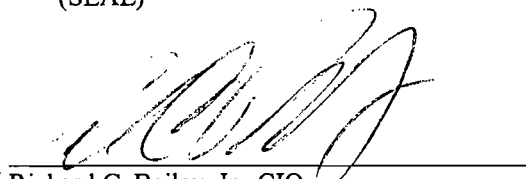
IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires:


(SEAL)





Richard C. Bailey, Jr., CIO
State of New Hampshire
Department of Information Technology

Date: 7/25/09

Approved by the Attorney General (Form, Substance and Execution)


State of New Hampshire, Department of Justice

Date: 8/15/09

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STATE OF NEW HAMPSHIRE
 DEPARTMENT OF INFORMATION TECHNOLOGY
 HELP DESK SUPPORT SERVICES
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ATTACHMENT I

DHHS - Fixed Monthly Pricing

Service Times	Year 1	Year 2	Year 3	Ext. 1		Ext. 2		Total
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	
Original Pricing 24 hrs by 7 days	\$523,296	\$538,992	\$555,168	\$571,824	\$571,824	\$588,972	\$588,972	\$3,939,048
New Pricing 24 hrs by 7 days	\$523,296	\$538,992	\$546,840	\$484,664	\$457,740	\$471,468	\$471,468	\$3,494,468

Vital Records - Per Incident

Service Times	Year 1	Year 2	Year 3	Ext. 1		Ext. 2		Total
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 1	Year 2	
Original Pricing	\$18,072	\$18,612	\$19,170	\$19,746	\$19,746	\$20,331	\$20,331	\$136,008
New Pricing	\$18,072	\$18,612	\$19,170	\$19,746	\$19,746	\$20,331	\$20,331	\$136,008

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 Seneca Initials 

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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**ATTACHMENT 2
Table 1: Monthly Holdback Matrix**

Area	Service Level	Measurement Tool	Incentive Earned for Meeting Service Level
Call Handling	• 90% of calls received and logged within 1.5 minutes	ACD Reports	1% of previous month's billing (note: both conditions must be met to achieve incentive)
	• 99% of calls received and logged within 3 minutes		
Call Handling	• <5% abandoned	ACD Reports	1% of previous month's billing
Email Handling	• 90% of email logged within 15 minutes of receipt	ACD Reports	0.5% of previous month's billing (note: both conditions must be met to achieve incentive)
	• 99% of email logged within 30 minutes of receipt		
Call Resolution (COTS/OS)	• 70% first call resolution	SupportTrax IncidentTrax	1% of previous month's billing
Call Resolution (COTS/OS)	• 80% resolved ≤ 2 hours	SupportTrax	1% of previous month's billing (note: all three conditions must be met to achieve incentive)
	• 90% resolved ≤ 1 business day	IncidentTrax	
	• 95% resolved ≤ 2 business days		
Call Escalation	• ≤ 15 minute average	SupportTrax IncidentTrax	0.5% of previous month's billing
Customer Satisfaction	• ≥ 85%	Independent Contractor	1.5% of previous month's billing
System Uptime	• 98% system uptime (hours of 6:00AM to Midnight, M-F, excluding State holidays)	Network/ Server Monitoring Tool (Nagios)	1% of previous month's billing
	- SupportTrax		
	- Support Portal		
	- Knowledgebase		
Total			7.5% of previous month's billing

STATE OF NEW HAMPSHIRE
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ATTACHMENT 3

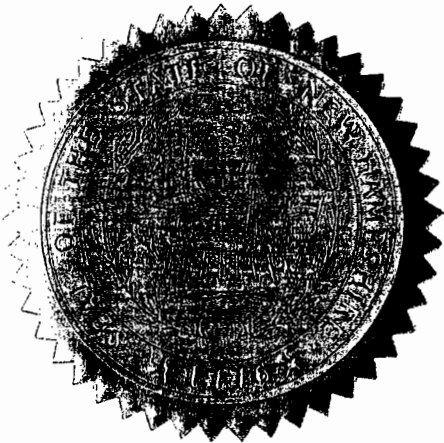
FUNDING ACCOUNTS

1.5 Account Number
010-003-7632-0300-046-500465-7130400
010-003-7695-0300-046-500465-7130400.

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 SENECA CORPORATION d/b/a SENECA SUPPORT TECHNOLOGIES in New Hampshire, a(n) Virginia corporation, is authorized to transact business in New Hampshire and qualified on January 11, 2000. 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 23rd day of June, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment A
CONTRACT AGREEMENT**

**EXHIBIT 4
THE CONTRACTOR CERTIFICATE OF VOTE**

CERTIFICATE

(Corporation Without Seal)

I, Donna A. Kenney, Clerk/Secretary of the Seneca Corporation, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the Seneca Corporation, a Delaware corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 20th day of July, 2009, which meeting was duly held in accordance with Delaware (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance of IT Help Desk Support Services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

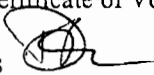
- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Smith T. Wood, President

David R. Slifer, Vice President

Smith T. Wood, Treasurer

and;

Exhibit 4-S&CSI Certificate of Vote
Initial All Pages:
Contractor Initials 

7/23/2009

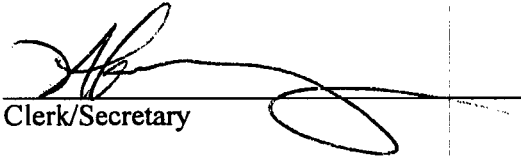
Page 1 of 2

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011 Amendment A
CONTRACT AGREEMENT

EXHIBIT 4
THE CONTRACTOR CERTIFICATE OF VOTE

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation
this 27th day of July, 2009.

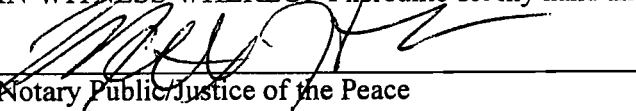

Clerk/Secretary

STATE OF VIRGINIA

COUNTY OF LADYMAN

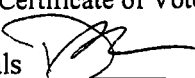

On this the 27 day of July, 2009, before me,
MATTHEW HUGHES, the undersigned Officer, personally appeared
DONNA KENNEY, who acknowledged her/himself to be the
Secretary, of Seneca Corporation, a corporation, and that
she/he, as such Secretary being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as
~~lawyer and~~ Donna A. Kenney

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My Commission Expires: 04/30/2011



Exhibit 4-S&CSI Certificate of Vote
Initial All Pages: 
Contractor Initials 

7/27/2009

Page 2 of 2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/05/09

PRODUCER CBIZ-Fairfax 9302 Lee Highway Suite 200 Fairfax, VA 22031 703 654-6300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Seneca Corporation t/a 8320 Old Courthouse Road Suite 200 Vienna, VA 22182	INSURER A: Hartford Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42SBQBV6402	09/15/08	09/15/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	42SBQBV6402	09/15/08	09/15/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	42SBQBV6402	09/15/08	09/15/09	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	42WEQNJ1697	09/15/08	09/15/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 27 Hazen Drive CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE CBIZ Benefits & Insurance Services
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY
Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

GAC
8/9/06
#3

Richard C. Balley, Jr.
Chief Information Officer

July 21, 2006

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Information Technology, in conjunction with the Department of Health and Human Services, to enter into a contract with Seneca Corporation (Vendor # 105810) of Vienna, Virginia, in the amount not to exceed \$ 1,954,789.20 for help desk support services for DHHS from September 1, 2006 through August 31, 2009, with the option to renew for two additional two-year periods subject to Governor and Council approval. 100% other funds

Funding is available in account Technical Support Services Division, contingent on budget authorization, for fiscal 2008, 2009 and 2010 as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Table with 5 columns: Description, FY 2007, FY 2008, FY 2009, FY 2010. Row 1: 010-003-1665-091-0465 Help Desk Services \$706,058.00 \$562,335.13 \$582,335.13 \$104,060.94

EXPLANATION

The calculation of the contract amount is shown below, as the contract includes both a fixed pricing component as well as performance incentives and performance penalties.

FY 2007 costs are based on the current budgeted amount for 3500 users:

Table with 2 columns: Description, Amount. Rows: Fixed monthly pricing \$690,908.00; Per incident cost (for 75 calls per month) \$ 15,150.00; TOTAL \$706,058.00

FY 2008, 2009 and 2010 are estimated figures based on fixed monthly pricing and per incident pricing detailed in the price and payment schedule in Exhibit B.

Table with 4 columns: Description, FY 2008, FY 2009, FY 2010 (2 months). Rows: Fixed monthly pricing \$538,992.00 \$555,168.00 \$ 95,304.00; Per incident (75 calls per month) \$ 18,612.00 \$ 19,170.00 \$ 3,291.00; subtotal \$557,604.00 \$574,338.00 \$ 98,595.00; Allowance for additional clients and per incident occurrences. \$ 4,731.13 \$ 7,997.13 \$ 5,465.94; TOTAL \$562,335.13 \$582,335.13 \$104,060.94

His Excellency, Governor John Lynch
and the Honorable Executive Council
July 21, 2006
Page 2 of 2

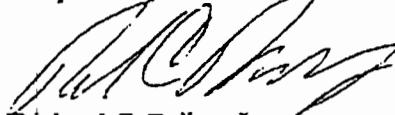
During the term of the Contract, the State will withhold 7.5% of the monthly billing in reserve for service level performance incentives to be paid when Seneca Corporation meets negotiated performance objectives.

Approximately 3,500 customers are currently serviced and supported by an outside vendor under the current contract that expires on August 31, 2006. Also supported through this contract are the various help desk teams within DHHS that handle the triage of support calls. The current vendor triages over 25,500 calls per year, resolving an average of 30% on a first call basis with a customer satisfaction rating of 4.91 out of 5.

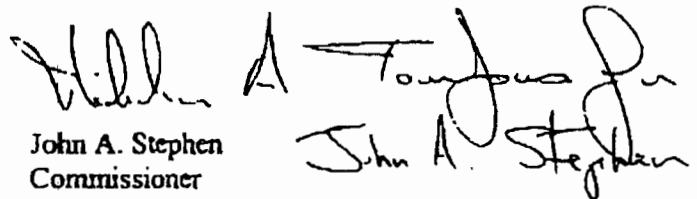
Request for Proposal 2006-011, Help Desk Support Services, was publicly issued to prospective vendors on January 24, 2006 to obtain qualified technical staff for help desk support services for DHHS. Five vendors submitted proposals. The proposals were rated, according to the RFP scoring criteria, on candidate and company experience, company viability, and cost. Two vendors were invited for oral presentations. Please see the attached scoring evaluation for the names and addresses of the bidders and the overall scoring summary.

Seneca Corporation achieved the highest score of all submitted proposals and the selection committee determined that Seneca Corporation offered the "best value" to the State and would provide the single point of contact to support for all DHHS computer users in an effective method, assuring that personnel receive timely assistance and that no problems are left unresolved.

Respectfully submitted,



Richard C. Bailey, Jr.
Chief Information Officer
Office of Information Technology



John A. Stephen
Commissioner
Department of Health and Human Services



**DHHS-RFP 2006-011
Help Desk Support Services**

**State of New Hampshire
Department of Health and Human Services**

Proposal Overall Scoring Summary

	Clarity Customer Management, Inc.	Computer Generated Solutions (CGS) (1)	IT Guardian	Seneca Corporation	VERIZON business (2)
	3495 Winton Place, Suite E1 Rochester, NY 14623	3 World Financial Center 200 Vesey Street New York, NY 10281	553 Route 3A Bow, NH 03304	8320 Old Courthouse Road Suite 200 Vienna, VA 22182	900 Elm Street Manchester, NH 03101
Support Service Solution Max. Points - 30	20.89	15.43	14.11	28.10	*
Company Viability Max. Points - 15	7.75	12.25	8.25	15.00	*
Support Services Staff Max. Points - 20	10.00	8.13	9.50	19.25	*
Pricing/Rates Max. Points - 35	9.73	34.12	16.94	32.27	*
Total Points					
Max. Points - 100	48.37	69.92	48.80	94.62	*

- (1) CGS proposal declared non-compliant by the Attorney General's Office during evaluation period.
- (2) Verizon withdrew proposal prior to evaluation.



**DHHS-RFP 2006-011
Help Desk Support Services**

**State of New Hampshire
Department of Health and Human Services**

Cost Proposal Scoring Summary Explanation

Cost Proposal scoring was based on a seven-year period that included a three-year initial contract period with two additional two-year extensions as detailed in the RFP.

Points Awarded: Total points were awarded for each unit of service for each pricing table according to the formula outlined in the RFP: $\text{Vendor's Cost Score} = (\text{Lowest Proposed Cost} / \text{Vendor's Proposed Cost}) \text{ times thirty-five (point value for cost)}$.

Table A: Points Summary: This table summarizes the point values given in Tables B and C and provides a final "Overall Points Awarded Average" for the Cost Proposal.

Table B: Scoring 24 x 7 Coverage: Lists the Vendor proposed cost and points awarded for each pricing table based on the cost formula detailed in the RFP for 24 x 7 coverage. The "Total Average Points Awarded (24x7)" was then calculated for each vendor.

Table C: Scoring 7:00 a.m. – 5:00 p.m. Coverage: Lists the Vendor proposed cost and points awarded for each pricing table based on the cost formula detailed in the RFP for 7:00 a.m. – 5:00 p.m. coverage. The "Total Average Points Awarded (7:00 a.m. – 5:00 p.m.)" was then calculated for each vendor.

DHHS determined that 24 x 7 coverage was the best value. This is the coverage they are currently receiving. Seneca Corporation had the lowest Fixed Monthly Pricing for 24 x 7 coverage and also the lowest Per Incident Pricing for 24 x 7 coverage.

Final Pricing outlined in the contract with Seneca Corporation, if extensions are realized (7 years total):

24 x 7 coverage:	\$3,939,043.00
Per Incident coverage: (\$21.59 per incident * 75 calls per month)	<u>\$ 136,017.00</u>
TOTAL:	\$4,075,060.00



**DHHS-RFP 2006-011
Help Desk Support Services**

**State of New Hampshire
Department of Health and Human Services**

**Cost Proposal
Scoring Summary (7 year projection)**

Table A: Points Summary

	Clarity Customer Management, Inc.(CCMI)	Computer Generated Solutions(CGS) (1)	IT Guardian	Seneca Corporation	VERIZONbusiness (2)
Total Average Points Awarded (24x7)	9.06	33.24	14.46	33.31	
Total Average Points Awarded (7am-5pm)	10.41	35.00	19.41	31.23	
Overall Points Awarded					
Average of above	9.73	34.12	16.94	32.27	0.00

Table B: Scoring 24 x 7 Coverage

Fixed Monthly Pricing

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 13,970,000.00	\$ 4,271,790.50	\$ 10,264,032.00	\$ 3,939,043.00	*
Total Points Awarded	9.87	32.27	13.43	35.00	0.00

Per Incident (25,500 calls per year)

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 21,590,000.00	\$ 4,156,262.50	\$ 8,745,000.00	\$ 3,853,412.00	*
Total Points Awarded	6.25	32.45	15.42	35.00	0.00

Price Per Seat

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 13,522,500.00	\$ 4,271,788.50	\$ 10,297,800.00	\$ 4,995,164.00	*
Total Points Awarded	11.06	35.00	14.52	29.93	0.00

Total Average Points Awarded (24x7)	9.06	33.24	14.46	33.31	0.00
-------------------------------------	------	-------	-------	-------	------

Table C: Scoring 7:00 a.m. - 5:00 p.m. Coverage

Fixed Monthly Pricing

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 11,460,000.00	\$ 3,669,426.50	\$ 6,867,684.00	\$ 3,783,443.00	*
Total Points Awarded	11.21	35.00	18.70	33.95	0.00

Per Incident (25,500 calls per year)

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 14,450,000.00	\$ 3,486,960.50	\$ 5,838,000.00	\$ 3,701,195.00	*
Total Points Awarded	8.45	35.00	20.91	32.97	0.00

Price Per Seat

	CCMI	CGS	IT Guardian	Seneca Corporation	VERIZONbusiness
Vendor Proposed Cost	\$ 11,107,500.00	\$ 3,669,417.50	\$ 6,891,600.00	\$ 4,797,660.00	*
Total Points Awarded	11.56	35.00	18.64	26.77	0.00

Total Average Points Awarded (7am-5pm)	10.41	35.00	19.41	31.23	0.00
--	-------	-------	-------	-------	------

- (1) CGS proposal declared non-compliant by the Attorney General's Office during evaluation period.
 (2) Verizon withdrew proposal prior to evaluation.

Summary of Activity for DHHS-RFP 2006-011

Letters of Intent to Bid Received:	21
Non- Mandatory Vendor Conference:	
Attendance:	16
Companies represented:	12
Proposals Received:	5
Proposals Compliant:	4
Proposal Score Summary:	
# Vendors Overbudget	2
# Vendors Score less than 50	2
# Vendors Score 50 - 75	1
# Vendors Score > 75	1
Oral Presentations:	
# Vendors Invited	2

Create Date: 03/17/06
Created By: Irene Koffink



**STATE OF NEW HAMPSHIRE
OFFICE OF INFORMATION TECHNOLOGY**

Office of the Governor
27 Hazen Dr., Concord, NH 03301
603-271-4208 1-800-852-3345 x4208
Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

July 11, 2006

John A. Stephen, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Stephen:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your request to enter into a contract with Seneca Corporation of Vienna, Virginia, Vendor Number 105810 as described below and referenced as OIT No. 2006-011.

This is a request to enter into a contract to provide total DHHS support to all groups and for all components and maintain maximum availability for daily technical support. The contract will be effective upon Governor and Council approval through August 31, 2009. The amount of the contract is not to exceed \$ 1,954,789.20.

This project was not noted in the NHITP however the funding has been budgeted and approved for Fiscal Year 2007 and will be budgeted for fiscal years 2008 and 2009.

A copy of this letter should accompany the Office of Information Technology submission to the Governor and Executive Council for approval.

Sincerely,

Richard C. Bailey, Jr.

RB/efg
OIT 2006-011

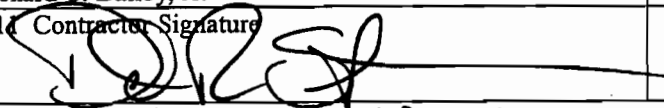
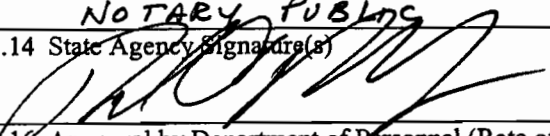
cc: Eileen Grimmer, Contract Manager, OIT Logistics
Irene Koffink, Help Desk Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011**

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Office of Information Technology		1.2 State Agency Address 27 Hazen Dr Concord, NH 03302	
1.3 Contractor Name Seneca Corporation		1.4 Contractor Address 8320 Old Courthouse Road Suite 200 Vienna, VA 22182	
1.5 Account No. 010-003-1665-091-0465	1.6 Completion Date August 31, 2009	1.7 Audit Date N/A	1.8 Price Limitation \$1,954,789.20
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603-271-4208	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signor David R. Slifer, Vice President	
1.13 Acknowledgement: State of <u>VIRGINIA</u> , County of <u>FAIRFAX</u> On <u>July 19, 2006</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] <u>Richard S. Craighill</u>			
1.13.2 Name & Title of Notary or Justice of the Peace <u>RICHARD S. CRAIGHILL</u> <u>NOTARY PUBLIC</u>			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) <u>RICHARD C. BAILEY, JR. OFFICE OF INFORMATION TECH</u>	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> Assistant Attorney General, On: <u>7/26/06</u>			
1.18 Approval by the Governor & Council By _____ On: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011
CONTRACT AGREEMENT**

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Help Desk Support Services Contract Agreement

Initial All Pages:

The Contractor Initials


**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011
CONTRACT AGREEMENT**

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Help Desk Support Services Contract Agreement

Initial All Pages:

The Contractor Initials 

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STATEMENT OF WORK

This Contract is by and between the State of New Hampshire, Department of Health and Human Services (the "State"), and Seneca Corporation ("Contractor" or "the Contractor") having its principal place of business at 8320 Old Courthouse Road, Vienna, Virginia 22182.

RECITALS

The State issued a Request for Proposal 2006-011 dated January 24, 2006 to procure IT Help Desk Support Services for approximately 3,500 State personnel;

Seneca submitted a Proposal in response to RFP 2006-011; and

The State desires to have Seneca implement the proposed IT Help Desk Support Services solution for the State, with associated Services;

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 CONTRACT

1.1 Contract Documents

This Contract consists of the following Contract Documents:

1. Statement of Work
2. Exhibit A: Contract Deliverables
3. Exhibit B: Price and Payment Schedule
4. Exhibit C: Special Provisions
5. Exhibit D: Administrative Services
6. Exhibit E: Implementation Service
7. Exhibit F: Testing Services
8. Exhibit G: Maintenance and Support Services
9. Exhibit H: Requirements- Contractor Responses
10. Exhibit I: Work Plan
11. Exhibit J: Software License and related Terms
12. Exhibit K: Warranty and Warranty Services
13. Exhibit L: Training Services
14. Exhibit M: Agency RFP with Addendums
15. Exhibit N: Contractor Proposal by Reference
16. Exhibit O: Certificate of Vote
17. Exhibit P: Certificate of Authority
18. Exhibit Q: The Contractor Certificate of Insurance
19. Exhibit R: Contractor Performance Bond
20. Exhibit S: Contractor Proposal Transmittal Form Letter
21. Exhibit T: Required IT Work Procedures

Help Desk Support Services Contract Agreement

Initial All Pages:

The Contractor Initials

DS

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7/18/2006

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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. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
- B. State of New Hampshire, Department of Health and Human Services Contract with Seneca, with Exhibits and Attachments;
- C. RFP 2006-011 Department of Health and Human Services, Help Desk Support Services, dated January 24, 2006, with Addendum 1 incorporated;
- D. Seneca Proposal to RFP 2006-011, dated March 3, 2006.
- E. The IT Project Required Work Procedures, Section G-1 of the RFP.

1.3 Non-Exclusive Contract

This is a Non-Exclusive, Firm Fixed Price ("FFP") Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or products procured under this Contract for other State of New Hampshire projects and work related to the Contract. Seneca will not be responsible for any delay, act, or omission of such other contractors, except that Seneca shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Seneca.

2 CONTRACT TERM

2.1 Term

The Contract shall take effect September 1, 2006 after full execution by the parties, and the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date").

The Contract's initial term will be for three (3) years, with two (2) options to extend, at the discretion of the State, for two (2) years each, which shall not extend beyond August 31, 2013.

Seneca shall commence work upon issuance of a Notice to Proceed by the State. If Seneca commences work prior to the Effective Date and a Notice to Proceed, such work will be performed at the sole risk of Seneca. In the event that the Contract does not become effective, the State shall be under no obligation to pay Seneca for any costs incurred or services performed.

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2.2 Contract Services

The purpose of this Contract is to procure IT help desk support services for approximately 3,500 State personnel. The Contractor will be responsible for all aspects of support, which will include, but not be limited to the following:

1. Information Technology Help Desk Integrated Call Center (ICC) services, seven (7) days per week, twenty-four (24) hours per day, 365 days per year, via a single-point of contact, by means of the toll-free telephone number (800)835-2379, e-mail and web services for the State. The Integrated Call Center will be located at Seneca's facilities.
2. Maintain and pay for the toll-free number, however, it shall remain the sole property of the State for the duration of the Contract and at the termination of the Contract. Seneca will also provide a back up line in the event that the toll-free line is unavailable.
3. Provide all necessary equipment, telecommunication circuits, and installation and implementation for the WAN connection to State, including redundancy to ensure back up services in the event of an outage. The State will provide adequate space in a cabinet for Seneca to deploy their equipment. The on-going support of the WAN connection will be the responsibility of Seneca, as described in Section A-1.1 – *Department of Health and Human Services Network Topology* of the RFP.
4. Provide a web-based IT help desk software tool, which will provide an interface for employees and an interface for technical support staff to input support requests (for themselves and others), check the status of requests, input new requests and search a Knowledgebase for solutions. The tool(s) must support automated escalation notification, via pager or e-mail, for all requests exceeding various service level agreement guidelines.
5. ICC must employ appropriately trained and experienced IT personnel who can clearly and effectively communicate with State employees.
6. Support key ICC staff participation in training program to include a two-week, on-site orientation with the State in order that key ICC staff gain a better understanding of State business needs, policies and processes.
7. Provide access for any State staff that will be required to utilize any IT help desk support services tool(s) used by the ICC to perform its support function to the State.
8. Implement a service level system as specified in Appendix I: *Service Levels* of the RFP. Conduct, using an outside source, customer satisfaction surveys, at a minimum of every six (6) months.
9. Monitor a full range of Service Levels, as specified in Appendix I: *Service Levels* of the RFP, and provide management reports that are both automated and *ad hoc*. State staff shall have the ability to run standard reports from a menu selection and generate ad hoc reports using various ranges of data to include daily, weekly, monthly, yearly and multiple-year reporting.
10. Maintain a contingency plan that ensures continued services during incidents at Seneca's site in order to minimize impact to the State.
11. Take immediate steps to correct any service level deficiencies indicated by the service level measurement, reporting and control mechanisms, in accordance with the appropriate Service Level Plan/Contingency Plan.
12. Develop a migration strategy in transferring to other parties (e.g., State personnel) the skills and knowledge needed to use Seneca's IT help desk support services tool(s).



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13. Maintain a reporting structure and process that ensures timely and consistent reporting of significant events (i.e. network or software updates, staff or management changes, etc.) to the State.

3 COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified in Exhibit B: *Price and Payment Schedule*.

4 CONTRACT MANAGEMENT

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

4.1 Contractor's Contract Manager

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

David R. Slifer
Vice President of Operations
Seneca Corporation
8320 Old Courthouse Road, Suite 200
Vienna, VA 22182
Tel. No.: (703)903-0204
Cell No.: (703)903-0201
E-Mail: dslifer@seneca.com

or his designated successor.

4.2 Contractor's Project Manager

4.2.1 Seneca's Project Manager shall have full authority to make binding decisions under the Contract. Seneca shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, at the State's discretion, review of the proposed Project Manager's resume and qualifications, references and background checks, and an interview. The State may require removal or reassignment of Seneca's Project Manager who, in the sole judgment of the State, is found unacceptable to the State or is not performing to the State's satisfaction.

4.2.2 Seneca's Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Seneca's representative for administrative and management matters.

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Seneca's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State. Seneca's Project Manager must work diligently and use his/ her best efforts on the Project. Seneca's Project Manager must be qualified to perform the obligations required of the position under the Contract.

- 4.2.3 Seneca shall not change its assignment of the Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Seneca's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Project Manager being replaced; meet the requirements of the Contract, including but not limited to, the requirements set forth in the RFP; and be subject to reference and background checks described in Section 4.2.1 and 4.10. Seneca shall assign to the Contract a replacement Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and continue during the ten (10) business day period, to provide project management services through the assignment of an interim Project Manager.
- 4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Seneca in default and pursue its remedies at law and in equity, if Seneca fails to assign a Project Manager meeting the requirements and terms of the Contract.
- 4.2.5 Seneca's Project Manager is:

David R. Slifer
Vice President of Operations
Seneca Corporation
8320 Old Courthouse Road, Suite 200
Vienna, VA 22182
Tel. No.: (703)903-0204
Cell No.: (703)903-0201
E-Mail: dslifer@seneca.com

or the designated successor.

4.3 Contractor's Key Project Staff

- 4.3.1 Seneca shall assign "Key Project Staff" who meet the requirements of the Contract, and can implement the Help Desk Support Services solution meeting the requirements set forth in the RFP Appendix C: *System Requirements and Deliverables*, Table C.1-1: *System Requirements and Deliverables*. The State may conduct reference and background checks on Seneca Key Project Staff. The State reserves the right to require removal or reassignment of Seneca's Key

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Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 4.10: *Background Checks*, herein.

- 4.3.2 Seneca shall not change any Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than the Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to, the requirements set forth in the RFP, Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Section 4.2.1 and in Section 4.10: *Background Checks*, herein.
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Seneca in default and to pursue its remedies at law and in equity, if Seneca fails to assign Key Project Staff meeting the requirements and terms of the Contract.
- 4.3.3.1 Seneca's Key Project Staff shall consist of the following individuals in roles as identified below:

Elizabeth Woinoski	Manager, Technical Support Center
Vanessa Nguyen	Client Program Coordinator

4.4 State Contract Manager

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

Irene Koffink
Help Desk Services, Manager
NH Office of Information Technology
27 Hazen Drive
Concord, NH 03301
Tel. No.: (603) 271- 4083
Fax No.: (603) 271- 6531
E-mail: Irene.Koffink@oit.nh.gov

or her designated successor.

4.5 State Project Manager

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

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- A. Leading the Project;
- B. Engaging and managing all Contractors;
- C. Managing significant issues and risks.
- D. Reviewing and accepting Contract Deliverables;
- E. Invoice sign-offs;
- F. Review and approval of Change proposals; and
- G. Managing stakeholders' concerns.

The State Project Manager is:

Kimberly Taylor- Miller
CRM Supervisor/Project Manager
NH Office of Information Technology
27 Hazen Drive
Concord, NH 03301
Tel. No.: (603) 271- 6772
Fax No.: (603) 271- 6531
E-mail: Kimberly.Taylor-Miller@oit.nh.gov

or her designated successor.

4.6 Status Meetings and Reports

Seneca's Project Manager or Key Project Staff personnel shall participate in conference calls and provide status reports on a bi-weekly basis, and more frequently if required, detailing the status and progress of implementation deliverables as defined in the terms of this Contract. Seneca's Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract. All status reports shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing. Status reports shall include, at a minimum, the following:

- A. Project status related to the Project Work Plan;
- B. Deliverable status;
- C. Accomplishments during weeks being reported;
- D. Planned activities for the upcoming two (2) week period;
- E. Future activities; and
- F. Issues and concerns requiring resolution.

Seneca 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.

4.7 State-Owned Documents and Data

Seneca shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State-Owned Documents"). Upon expiration or termination of the Contract

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with the State, Seneca 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.

4.8 Records Retention and Access Requirements

Seneca shall agree to the conditions of all applicable State laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

Seneca and any of 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 the Contract. Seneca and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals.

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. During the term of this Contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records will be at no cost to the State during the three (3) year period after the Contract term or one (1) year term following litigation, including all appeals. Seneca 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 Seneca's cost structure and profit factors shall be excluded from the State's review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

4.9 Accounting Requirements

Seneca shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of Seneca personnel, identified and assigned. Background screening shall be completed before such personnel begin providing services. If any Contractor staff is unwilling to submit to the State's background screening, Seneca staff shall be immediately replaced, subject to the provisions on Seneca staff replacement in Section 4: *Contract Management* of this Contract. In the performance of background screening, the State will comply with any State and federal laws to the extent that they apply to the State. The State acknowledges that Seneca considers the results of such background screenings as Seneca's confidential information. The State shall maintain the confidence of such

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background screening results in accordance with Section 12: *Use of State's Information, Confidentiality of this Contract governing confidential information, unless required to release the information by court order.*

5 CONTRACT DELIVERABLES

5.1 Deliverables and Services

Seneca shall provide the State with the Deliverables and Services required under this Contract, as described in Exhibit A.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Seneca 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 Acceptance Criteria outlined in Exhibit A and the State will notify Seneca in writing of its Acceptance or rejection of the Deliverable within ten (10) business days. If the State rejects the Deliverable, the State shall notify Seneca of the nature and class of the Deficiency and Seneca must correct the Deficiency within five (5) business days, or within the period identified in the Work Plan, as applicable. Upon receipt of the corrected Deliverable, the State will have five (5) business days to review the corrected Deliverable and notify Seneca of its Acceptance or rejection thereof with the option to extend the review period up to five (5) additional business days. If Seneca has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Seneca to continue until the Deficiencies are corrected, or immediately terminate the Contract, declare Seneca in default, and immediately pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

System and Software Testing and Acceptance shall be performed as described in Exhibit F: *Testing Services*.

6 SOFTWARE

6.1 Software and Documentation

Seneca shall provide the State with Software licenses and Documentation as described in Exhibit J: *Software License and Related Terms*.

6.2 Software Support and Maintenance

Seneca shall provide the State with Software support and maintenance Services as described in Exhibit J: *Software License and Related Terms*.

7 WARRANTY

Seneca shall provide the Warranties and Warranties Services as required under the Contract and as described in Exhibit K: *Warranty and Warranty Services*.

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8 SERVICES

Seneca shall provide the Services as required under the Contract Documents. All Services shall meet and perform in accordance with the Specifications.

8.1 Administrative Services

Seneca shall provide the State with the Administrative Services as described in Exhibit D: *Administrative Services*.

8.2 Implementation Services

Seneca shall provide the State with the Implementation Services as described in Exhibit E: *Implementation Services*.

8.3 Testing Services

Seneca shall perform Testing Services for the State as described in Exhibit F: *Testing Services*.

8.4 Training Services

Seneca shall provide the State with Training Services as described in Exhibit L: *Training Services*.

8.5 Maintenance and Support Services

Seneca shall provide the State with Maintenance and Support Services for the Software as described in Exhibit G: *Maintenance and Support Services*.

9 WORK PLAN DELIVERABLE

The Work Plan shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Exhibit I. Seneca shall update the Work Plan as necessary, but no less than bi-weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Monthly Payment Schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Exhibit I: *Work Plan*. The updated Exhibit I: *Work Plan*, as approved by the State, shall then be incorporated and considered part of the Contract by this reference.

Unless otherwise agreed in writing by the State, changes to the Exhibit I: *Work Plan* shall not relieve Seneca from liability to the State for damages (subject to the limitation of liability) resulting from Seneca's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule. In the event of a delay in the Schedule, Seneca must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of Seneca 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 Seneca to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall

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automatically extend on a day-to-day basis to the extent that the delay does not result from Seneca's failure to fulfill its obligations under the Contract.

Time is of the essence in the performance of Seneca's obligations under the Contract.

10 CHANGE ORDERS

The State may make changes or revisions within the scope of the Contract at any time by written Change Order. Within five (5) business days of Seneca's receipt of a Change Order, Seneca shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule or Exhibit I: *Work Plan*.

Seneca may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State will attempt to respond within five (5) business days. The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

11 INTELLECTUAL PROPERTY

References to Software Licensing and related terms are located in Exhibit J: *Software License and Related Terms*.

12 USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, Seneca may gain access to information held by the State, including State and Federal Confidential Information. "Confidential Information" shall include, but not be limited to, information exempted from RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A:5 *Exemptions*) or information deemed confidential under State or Federal Law. Seneca shall not use the State's Confidential Information except as directly connected to and necessary for Seneca's performance under the Contract, unless otherwise permitted under the Contract.

12.2 Confidentiality of State's Information

Seneca agrees to maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all Confidential Information that becomes available to Seneca in connection with its performance under the Contract, regardless of its form. Any disclosure of the Confidential Information shall require prior written approval of the State. Seneca shall immediately notify the State if any request, subpoena or other legal process is served upon Seneca regarding the Confidential Information, and Seneca shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the confidential information, Seneca shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.



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12.3 Contractor's Confidential Information

Insofar as Seneca seeks to maintain the confidentiality of its confidential information, Seneca must clearly identify in writing the information it claims to be confidential. Notwithstanding the foregoing, the State acknowledges that Seneca considers the Software and Documentation to be Seneca confidential information. Seneca acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential 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 Seneca as confidential, the State shall notify Seneca and specify the date the State will be releasing the requested information. At the request of the State, Seneca shall cooperate and assist the State with collection and review of Seneca's information at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Seneca's sole responsibility and at Seneca's sole expense. If Seneca fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to Seneca without any State liability to Seneca.

12.4 Survival

This Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13 GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision in 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 Seneca notice of such termination. The State shall not be required to transfer funds from any other account in the event funds in the account used to fund this Contract are reduced or unavailable.

13.2 Compliance by the Contractor with Laws and Regulations: Equal Employment Opportunity

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

13.2.2 During the term of the Contract, Seneca 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 or national origin and will take affirmative action to prevent such discrimination.

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13.2.3 If the Contract is funded in any part by monies of the United States, Seneca 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 issues to implement these regulations. Seneca further agrees to permit the State or United States, access to any of Seneca's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

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

13.4 Access/Cooperation

As applicable, and subject to the applicable laws and regulations, the State will provide Seneca with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to perform its obligations under this Contract.

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

13.5 Personnel

13.5.1 The performance of Seneca's obligations under the Contract shall be carried out by Seneca. Seneca shall at its own expense provide all personnel, materials and resources required under the Contract and as necessary to perform Seneca's obligations under the Contract.

13.5.2 Seneca shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

13.5.3 The State Contract Manager, or his/her successor, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the State Contract Manager's decision shall represent the final position of the State.

13.6 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 by this Contract.

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	SENECA	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Elizabeth Woinoski	Irene Koffink	5 Business Days
First	David Slifer	Sally Gallerani	10 Business Days
Second	Smith T. Wood	Richard Bailey/ Nicholas Toumpas	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.

13.7 Termination

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide Seneca written notice of default, and Seneca must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Seneca fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Seneca in default, and pursue its remedies at law or in equity or both.

13.7.1.1 In the event the State declares Seneca in default under any material provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to Seneca, under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source and Seneca shall be liable for reimbursing the State for the replacement services should be constructed with limitation of liability to two (2) times the Contract and, if applicable, all administrative costs directly related to procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.

13.7.1.1.3 Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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- 13.7.1.2 In the event of default by the State, Seneca shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Seneca.
- 13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.
- 13.7.2 Termination for Convenience
- 13.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to Seneca. In the event of such termination for convenience, the State shall pay Seneca the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated under the Contract will be paid, in whole or in part, generally in accordance with Exhibit B, *Price and Payment Schedule*, of the Contract.
- 13.7.2.2 During the thirty (30) day period, Seneca shall wind down and cease its 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.
- 13.7.3 Termination for Conflict of Interest
- 13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists.
- 13.7.3.2 In the event the Contract is terminated as provided above and Seneca knew or should have known of such a conflict, the State shall be entitled to pursue the same remedies against Seneca as it could pursue in the event of a default of the Contract by Seneca.
- 13.7.4 Termination Procedure
- 13.7.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Seneca to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Seneca shall:
- A. Stop work under the Contract on the date, and to the extent specified, in the notice;

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- 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;
- C. Take such action as the State directs that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of Seneca and in which the State has an interest;
- D. Transfer possession, as applicable, 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; and
- E. Provide written Certification to the State that Seneca has surrendered to the State all said property.
- F. Assist in Transition Services, as identified in Exhibit I: *Work Plan*, Section 2.3,; *Contract Termination*.

13.8 Force Majeure

Neither Seneca 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.

13.9 Change of Ownership

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

13.10 The Contractor's Relation to the State

In the performance of the Contract, Seneca is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Seneca nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.11 Assignment, Delegation and Subcontracts



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- 13.11.1 Seneca shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent from the State. Such consent will 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.
- 13.11.2 Seneca shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall: not relieve Seneca of any of its obligations under the Contract; not affect any remedies available to the State against Seneca that may arise from any event of default of the provisions of the Contract; and the State will consider Seneca to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

13.12 Indemnification

- 13.12.1 The Contractor shall indemnify, defend 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 third party, on account of, based or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property caused by the negligence of the Contractor, its personnel or agents during the course of performance of the Services hereunder.
- 13.12.2 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.
- 13.12.3 This Section 13.12, *Indemnification* shall survive termination or Contract Conclusion.

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13.13 Liability

13.13.1 State

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 Seneca shall not exceed two times (2X) the total Contract price.

13.13.2 The Contractor

Subject to applicable laws and regulations, in no event shall Seneca be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Seneca's liability to the State shall not exceed two times (2X) the total Contract price. Notwithstanding the foregoing, this limitation of liability shall not apply to Seneca's obligations under Section 13.12: *Indemnification*, herein.

13.13.3 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.

13.14 Insurance

13.14.1 The Contractor Insurance Requirement

Seneca shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, including for the benefit of the State, the following insurance:

- A. 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; and
- B. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State.

13.15 Waiver of Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of Seneca.



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13.16 Notice

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

TO THE CONTRACTOR WITH A COPY TO:

David R. Slifer
Controller
Seneca Corporation
8320 Old Courthouse Road, Suite 200
Vienna, VA 22182

Tel. No.: (703) 903-0200
Tel. No.: (703) 903-0204
Cell No.: (703) 623-0963
Fax No.: (703) 903-0201
E-Mail: dslifer@seneca.com

or the designated successor.

TO STATE:

Irene Koffink
Help Desk Services, Manager
NH Office of Information Technology
27 Hazen Drive
Concord, NH 03301
Tel. No.: (603) 271-4083
Fax No.: (603) 271-6531
E-mail: Irene.Koffink@oit.nh.gov

or the designated successor.

13.17 Amendment

The Contract 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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13.18 Construction of Contract and Terms

The Contract 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 successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

13.21 Exhibits

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

13.22 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 Section 4.8: *Records Retention and Access Requirements*, Section 4.9: *Accounting Requirements*, and Section 12: *Use of State's Information, Confidentiality* and Section 13.12: *Indemnification* which shall survive the termination of the Contract.

13.23 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior Contracts and understandings.

14 DEFINITIONS

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

Acceptance	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 document describes in detail the series of tests and training to be performed and how the tests will be performed.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the Application Software or the System.
ACD	Automated Call Distribution, allows for call queuing.
Ad Hoc	Something that is ad hoc or that is done on an ad hoc basis happens or is done only when the situation makes it necessary or desirable.

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Agency	"Agency" shall mean any board, department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the state of New Hampshire, per reference RSA 21-I:11.
API	Application Program Interface. A set of routines, protocols, and tools for building software applications.
CCP	Change Control Procedures. Procedure for requesting changes and enhancements.
Certification	The Contractor's written Certification and full supporting and written (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.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract Managers	The persons identified by the State and the Contractor to serve as the parties respective Contract Managers as more fully described in Section 4.
COTS	Commercial Off The Shelf. Refers to merchandise that is ready-made and available for sale.
CRM	Customer Relationship Management. Refers to software tracking system.
Data	State's records, files, forms, data and other documents or information that will be converted by the Contractor for processing.
Deficiencies	<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 – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - services were inadequate and require re-performance of the service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - services were deficient, require reworking, but do not require re-performance of the service.</p> <p>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</p>

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	nature; Non Software - services require only minor reworking and do not require re-performance of the service.
Deliverables	A deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State under the Contract.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Effective Date	The date on which the Contract takes effect following Governor and Council approval.
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.
Firm Fixed Price Contract	A firm-fixed-price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Handle Time	The amount of time an agent spends on resolving or escalating a work order.
ICC	Integrated Call Center
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.
IncidenTrax	Evolution of SupporTrax geared towards the Incident Management applications.
IP	Internet Protocol. A packet-based protocol for delivering data across networks.
ISDN	Integrated Services Digital Network An international standard for end-to-end digital transmission of voice, data, and signaling.
IT	Information Technology
IVR	Interactive Voice Response – Computer that uses voice rather than a keyboard and monitor for input/output.
Knowledgebase	Repository for commercial or proprietary data used for support
Licensee	The State of New Hampshire.
MS	Microsoft
Non Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the product or service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help

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	support, services, other.
Normal Business Hours	Normal Business Hours – 7:00 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 direction to the Contractor begin work on the Contract on a given date and time.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Operational	System is operating fully functional, all Data has been loaded into 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 Activities/Documents preside in the event of a conflict or ambiguity.
OS	Operating System – Master software program that runs and manages the basic operations of a computer system.
Outsourcing	Contracting vendors to perform certain business operations
PBX	A PBX is a private telephone switch that provides switching (including a full set of switching features) for an office
PC	Program Coordinator
PM	Program Manager
PRI	Primary Rate Interface. An industrial grade ISDN line consisting of 23 B channels (or trunks) and one D channel.
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
Project Managers	The persons identified who shall function as the State’s and the Contractor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Proposal	The Contractor’s written proposal submitted in response to an RFP .
Review	The process of Reviewing Deliverables for acceptance.
Review Period	The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days will apply.
RFP (Request for Proposal)	Request For Proposal DHHS-RFP 2006-011

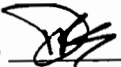
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Schedule	The dates described in the Work Plan for deadlines for performance of Services and other project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Contractor and the State specifying the level of service that is expected and provided by the Contractor during the term of the Contract.
Services	The work or labor to be performed by the Contractor 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
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 RFP.
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.
SQL	Structured Query Language (SQL), pronounced "sequel", is a language that provides an interface to relational database systems.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857 Reference to the term "State" shall include applicable Agencies.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Seneca. The SOW defines the results that Seneca remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations,

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	including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
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. '1099' employees are not considered subcontractors.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Tier I agent	Front line representative that answers the calls initially.
Tier II agent	Sr. consultant that acts as the second level of support for more complex issues that can't be resolved by the front line.
TSC	Seneca Corporations Technical Support Center
VPN	Virtual private network. A private data network that utilizes a public telecommunication infrastructure through encryption.
WAN	Wide-Area Network Voice/data communications facility connecting geographically dispersed sites via carrier-provided, long haul transmission facilities.
Warranty Period	That period following the Acceptance Date during which Contractor will provide Software product support and/or maintenance to the State at no charge, subject to any extensions for defect correction. OR A period of coverage in which the Contractor is responsible for providing a guarantee for products and services delivered as defined in the Contract.
Warranty Services	The services to be provided during the Warranty Period.
Warranty Releases	Software code that is provided to the State as a remedy for defects documented during the Warranty Period.
Workflow	SupportTrax feature that allows for automated business processes.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.
Written Deliverables	Non-software written deliverable documentation (letter, report, manual, book, other) provided by Seneca either in paper or electronic

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**EXHIBIT A
CONTRACT DELIVERABLES**

1 DELIVERABLES, MILESTONES AND ACTIVITIES

1.1 The Contractor shall provide the State with:

A. Integrated Call Center (ICC) Services:

1. Which are available seven (7) days per week, twenty-four (24) hours per day, 365 days per year.
2. Which will meet the requirements of the State's RFP, as defined in Appendix C, Requirements and Deliverables, Table C-1 and Appendix D: Topics for Mandatory Narrative Responses and are provided in the manner described in the Proposal, as defined in Section 3.0 Responses to Requirements and Deliverables.

- B. Commencement of said services shall begin as of September 1, 2006 at 12:01 a.m. pending prior approval by the NH Governor and Executive Council.

1.2 The State shall provide Seneca with:

- A. Access to personnel knowledgeable in the business requirements of DHHS and operation of DHHS Information Systems to participate, in a timely manner, in all phases of design, review and implementation and on-going delivery of Support Services.
- B. Access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to perform its obligation under this Contract.

1.3 The State and Seneca agree:

- A. That success of the project requires a highly coordinated joint project management effort by Seneca and the State. The State and Seneca shall provide adequate resources to manage the project. Both State and Seneca are committed to the sharing of project management responsibilities and to the successful completion of the project. To this end, the Parties are committed to an integrated management approach.
- B. That the following service levels have been established to define procedures for providing the support services required under the terms of this Agreement. These Service Level Agreements (SLAs) shall only be modified by mutual agreement of the Parties. Seneca and State shall meet on a quarterly basis to review Seneca and DHHS Internal SLAs and to make any agreed upon modifications. Seneca shall monitor and report on these established SLAs.

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**EXHIBIT A
CONTRACT DELIVERABLES**

Service Element	Call Handling	Call Resolution, COTS, OS	Call Escalation	Customer Satisfaction	System Availability
Performance Level	<ul style="list-style-type: none"> ▪ 90% of calls received and logged within 1.5 minutes ▪ 99% of calls received and logged within 3 minutes ▪ < 5% call abandonment rate ▪ 90% of e-mail requests received and logged within 15 minutes ▪ 99% of e-mail requests received and logged within 30 minutes 	<ul style="list-style-type: none"> ▪ 70% first call resolution ▪ 80% call resolution ≤ 2 hours ▪ 90% calls resolved ≤ 1 business day ▪ 95% of calls resolved ≤ 2 business days. 	<ul style="list-style-type: none"> ▪ ≤ 15 minute average 	<ul style="list-style-type: none"> ▪ ≥ 85% 	<ul style="list-style-type: none"> ▪ 98% system up time.

- C. Seneca has established and will continue to maintain a point-to-point data T-1 between Seneca and the State and the associated routers to connect the link. ICC staff will continue to use the link to connect to a State-managed Windows Terminal Server to provide password resets. State DHHS staff and OIT staff will continue to utilize the link to access SupporTrax and Seneca's other Help Desk Support Services tools.
- D. All Seneca connectivity will be via the departmental firewall deployed and managed by State. The State network security personnel will coordinate with Seneca to determine the requirements for access to network services. These requirements will then be deployed at the firewall.
- E. It will be the responsibility of Seneca to continue to provide all necessary equipment, telecommunication circuits, and installation and implementation for the WAN connection to State. The State will continue to provide adequate space in a cabinet for Seneca to deploy their equipment. The on-going support of the WAN connection will be the responsibility of Seneca. Seneca's equipment has to provide, at a minimum, Category 5 10Mb Ethernet connection that will be terminated at the State firewall.
- F. ICC Call Management System:
1. Seneca has made additional enhancements to the ICC Help Desk Services tool, SupporTrax, that the State can utilize at no additional cost. These include:



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- Custom/Variable Incident Management Screens – dynamic forms that accompany a Service Request, variable by the problem classification, or category of the incident.
 - Notifications and Alerts – the ability to distribute notifications to groups or individuals (whether they are SupporTrax users or not), and request and track acknowledgement of receipt. Additional capability includes the ability to attach a response form to the notification, and track the rate of response, resending the notification until the response is completed.
 - Flexible, Dynamic Workflows – this allows a SupporTrax user with appropriate permissions to view the next steps of a workflow and edit them as appropriate, without having to go to the Workflow manager module.
 - Server-Side Rules – a powerful scripting engine that can be used to call another module or process based on the value of a given field. Server-side rules have been used to provide auto-routing based on location, categorize incidents based on decision-tree choices, or automatically generate and distribute reports upon request closure.
2. SupporTrax/IncidenTrax is an evolving product with future efforts focused on enhancing overall business processing, service level tracking, and more robust reporting. The State will have access to all features of SupporTrax.
3. The State shall not be responsible for any cost for any change, customization and/or modification that is minor in nature or that enhances SupporTrax for the benefit of any or all of Seneca's other customers. This in no way implies an obligation on Seneca's part to make such a change or modification. Such changes or modifications will be made by Seneca based on mutual agreement of both Parties.
4. License and Ownership
The State will be free to utilize SupporTrax for all matters pertaining to and/or related to the contracted for support services. The State acknowledges that its usage of SupporTrax will be limited to those State employees, contractors and/or vendors who will need access as part of their role in the Contract for support services. The State further agrees that its usage of SupporTrax in no way implies the granting by Seneca of ownership rights for the same. Seneca retains all ownership rights to SupporTrax. Seneca also agrees that any and all data relating to the support of the State contained within SupporTrax is proprietary in nature and is the sole and complete property of the State.
- G. The State and Seneca have agreed on a Standard Product List prior to commencement of service.
1. The State agrees to provide Seneca with a minimum of sixty (60) day notice of any plans to make additions or deletions to the Standard Product List, as defined in Appendix J: *Standard Software Applications* of the RFP, for commercially available applications. Seneca agrees to provide support for any and all future revisions to the Standard Product List once they are commercially available.

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2. In the event of an upgrade or an addition of a proprietary application the State will provide a ninety (90) day notice to Seneca. Seneca agrees to support these proprietary applications. The State will make training available to Seneca during the ninety (90) day period or at any other mutually agreed upon date and time. This training will take place at State facilities and can be performed during the regularly scheduled quarterly meetings.
- H. Seneca's responsibility for training of DHHS staff in support of the contracted for support services shall be as described in Exhibit L: *Training services*.
- I. Seneca understands that the State has sole rights of use to the existing toll-free number, 800-835-2379, and said rights will remain so at the expiration/termination of the Contract.

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PRICE AND PAYMENT SCHEDULE**

1 PAYMENT TERMS

Seneca shall be responsible for performing the work in accordance with the Contract Documents, including without limitation, the requirements, terms, and conditions contained herein. This Contract will allow Seneca to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the Price and Payment Tables below.

Fixed Monthly Pricing: This Firm Fixed Price (FFP) is for Seneca to provide Help Desk Support Services for the State's primary stakeholder under this Contract. Yearly cost will be divided by twelve (12) and will be paid monthly.

Service Times	Year 1	Year 2	Year 3	Ext. 1 Year 1	Ext. 2 Year 2	Ext. 2 Year 1	Ext. 2 Year 2	Total
24 hrs by 7 days	\$523,296	\$538,992	\$555,168	\$571,824	\$571,824	\$588,972	\$588,972	\$3,939,048

Price Per Incident (Per Call): STATE and CONTRACTOR agree to designate certain users as "Per Incident" callers. It is further acknowledged that as of the date this Agreement is executed, Vital Records users are designated as per incident users. The contracted per incident rate is as follows:

Service Times	Year 1	Year 2	Year 3	Ext. 1 Year 1	Ext. 2 Year 2	Ext. 2 Year 1	Ext. 2 Year 2	Total
24 hrs by 7 days	\$20.08	\$20.68	\$21.30	\$21.94	\$21.94	\$22.59	\$22.59	\$3,853,560

Per Seat:

Service Times	Year 1	Year 2	Year 3	Ext. 1 Year 1	Ext. 2 Year 2	Ext. 2 Year 1	Ext. 2 Year 2	Total
24 hrs by 7 days	\$15.80	\$16.27	\$16.76	\$17.27	\$17.27	\$17.78	\$17.78	\$4,281,480

The State reserves the right to change the desired payment terms. The State will provide Seneca written notice at least thirty (30) days prior to the requested change date. The above pricing tables will be the basis for any requested change.

The ICC IT Help Desk support services tool(s) will be utilized by the State's central help desk staff for tracking and reporting of work orders for State agencies. Implementation of SupporTrax for the State's central help desk use will be a one time fixed price of \$9,500.00.

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Desk Call Handling, Call Escalation Times and Resolution Rates for commercial software and operating system calls. All of the service levels for the service areas detailed below will be computed monthly, for the hours of 6:00 a.m. to midnight, Monday through Friday, excluding State holidays. If Seneca meets the requirements agreed upon and outlined below, then the 7.5 % will be distributed to Seneca as follows:

Area	Service Level	Measurement Tool	Incentive Earned for Meeting Service Level
Call Handling	<ul style="list-style-type: none"> • 90% of calls received and logged within 1.5 minutes • 99% of calls received and logged within 3 minutes 	ACD Reports	1% of previous month's billing (note: both conditions must be met to achieve incentive)
Call Handling	<ul style="list-style-type: none"> • <5% abandoned 	ACD Reports	1% of previous month's billing
Email Handling	<ul style="list-style-type: none"> • 90% of email logged within 15 minutes of receipt • 99% of email logged within 30 minutes of receipt 	ACD Reports	0.5% of previous month's billing (note: both conditions must be met to achieve incentive)
Call Resolution (COTS/OS)	<ul style="list-style-type: none"> • 70% first call resolution 	SupportTrax	1% of previous month's billing
Call Resolution (COTS/OS)	<ul style="list-style-type: none"> • 80% resolved ≤ 2 hours • 90% resolved ≤ 1 business day • 95% resolved ≤ 2 business days 	SupportTrax	1% of previous month's billing (note: all three conditions must be met to achieve incentive)
Call Escalation	<ul style="list-style-type: none"> • ≤ 15 minute average 	SupportTrax	0.5% of previous month's billing
Customer Satisfaction	<ul style="list-style-type: none"> • ≥ 85% 	Independent Contractor	1.5% of previous month's billing
System Uptime	<ul style="list-style-type: none"> • 98% system uptime (hours of 6:00AM to Midnight, M-F, excluding State holidays) - SupportTrax - Support Portal - Knowledgebase 	Network/ Server Monitoring Tool (Nagios)	1% of previous month's billing
Total			7.5% of previous month's billing

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2 TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$1,954,789.20 for the initial Contract term of three (3) years. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Seneca for all fees and expenses, of whatever nature, incurred by Seneca in the performance hereof.

3 INVOICING

Seneca shall submit invoices for Services or Deliverables as permitted by the Contract and the terms listed herein, monthly, on the 1st of the month in advance. All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following information as applicable: identification of each Deliverable for which payment is sought; date of delivery and/or installation; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented invoice, the corresponding fee specified becomes due and payable, and the State will pay the correct and undisputed invoice within thirty (30) days of receipt of Invoice, except as otherwise provided in the Contract. Invoices will not be backdated and shall be promptly dispatched.

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify Seneca of the alleged error prior to the due date of such payment. The State and Seneca agree to use reasonable efforts to resolve the invoicing error within fifteen (15) days from such notification to Seneca. The State shall promptly pay on the earlier of either resolution of such dispute or within such 15-day period the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.

4 PAYMENT ADDRESS

All payments shall to be made to the following address:

Seneca Corporation
8320 Old Courthouse Road, Suite 200
Vienna, VA 22182

5 OVERPAYMENTS TO THE CONTRACTOR

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

6 CREDITS

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

7 MONTHLY HOLD BACK

The State shall withhold 7.5% of the monthly billing in reserve for service level performance incentives, as set forth in the Payment Table below. To earn this incentive, Seneca must achieve an overall level of satisfaction according to the respondents of the monthly 'Customer Satisfaction Surveys', and must meet performance objectives for Help

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1. Customer Satisfaction surveys will be conducted, at a minimum, every six (6) months for at least 10% of all callers, with at least a 30% response rate. Customers will be asked to rate the ICC service on four independent criteria, and will provide an overall rating, based on a scale of 1 through 5 (five being the highest). Customer satisfaction ratings will be based on an average score of the four independent criteria and must be ≥ 4.25 (or 85%). Customer satisfaction ratings will be computed, at a minimum, every six (6) months.
2. The following provisions for liquidated damages apply only in the event of a service outage.
 - A. Time is of the essence in the performance of Seneca Corporation's obligations under this Contract. The function of the Integrated Call Center is critical to the success of the State's network support structure. The State and Seneca Corporation agree that in the event of a failure to meet the performance requirements established herein, damage shall be sustained by the State. It is further agreed that it is and will be impractical and extremely difficult to ascertain and determine the actual damages that the State will sustain by reason of such failure. Therefore, the State and Seneca Corporation agree that liquidated damages as set out herein shall be assessed against and paid by Seneca Corporation for failure to meet the specific standards established. Amounts due the State as liquidated damages, if not paid by Seneca Corporation within fifteen (15) days of notification of assessment, may be deducted by State from any money payable to Seneca Corporation pursuant to this Contract. The State will notify Seneca Corporation in writing of any claim for liquidated damages pursuant to this paragraph at least five (5) business days before the date the State deducts such sums from money payable to Seneca Corporation.
 - B. The necessary availability of the Integrated Call Center is to be twenty-four (24) hours per day, seven (7) days per week, 365 days per year. Seneca Corporation is responsible for maintaining the operational status of the connectivity, and Seneca Corporation provided applications and must monitor, trouble-shoot and resolve all issues related to service availability and functionality. Seneca Corporation shall make every reasonable effort to correct any service disruption in a timely manner. Contingency plans, to be provided to State within thirty (30) days of commencement of Contract, must be developed for all types of outages, which may cause degradation, or unavailability of services. These contingency plans must be approved by the State, and it is agreed that approval will not be unreasonably withheld.
 - C. The term "incident" shall mean the occurrence of a service outage, which prevents DHHS users from utilizing some portion or all of the services provided under this Contract. Unless otherwise specified an outage that occurs for a duration of one hour or more shall constitute an "incident" and outages with a duration of less than one hour shall not be considered an incident. If the outage exceeds one hour, the first hour will be included in the calculation for penalties. The amount of time used for calculation will be the time the outage occurred until the service, or can acceptable backup as defined in the contingency plan, is restored.



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1. Once an outage is identified, Seneca Corporation must address and notify the appropriate State Project Manager within one (1) hour. Seneca Corporation must provide a detailed explanation as to what occurred, the steps taken to resolve the issue, and the timeframe in which the issue will be resolved. In the event that State staff identifies the outage Seneca Corporation will be notified as soon as reasonably possible. Parties will confirm the incident and determine the duration by mutual investigation. For purposes of acceptance of an incident, State and Seneca Corporation must make use of and rely on independently definable data, such as trouble tickets (phone company), systems logs, State generated trouble tickets, Seneca generated trouble tickets, critical outage notifications and any other such data.
 2. Once an outage has been resolved, the State Project Manager must be provided a detailed explanation as to what occurred, the steps taken to resolve the issue, and the timeframe in which the issue was resolved.
 3. If the cause of any incident is determined to be caused by failure of the DHHS data communications network or State telecommunication system Seneca Corporation shall not be responsible for liquidated damages.
 4. If the cause of any outage is determined to have been the result of any direct action of a State employee, agent or sub-contractor of State, Seneca Corporation will not be liable for liquidated damages.
 5. Resumption of services in accordance with the approved contingency plan shall terminate the period of the incident. Efforts to restore services are to continue until the level of normal functionality is achieved.
- D. The Contractor agrees that failure of the Contractor to comply with its obligations under the Contract will result in loss and damage to the State, and that it shall be difficult, if not impossible to ascertain all such damages. The Contractor agrees that the following sections describe the liquidated damages Seneca shall pay the State, at the State's sole discretion, in the form of credit in US currency for each occurrence listed below, and agree that Seneca incur liquidated damages for more than one occurrence if simultaneous violations occur. Amounts due the State as liquidated damages shall be deducted by the State from any money payable to Seneca under the Contract.

The assessment of liquidated damages does not constitute a waiver of release of any breach of Seneca's obligations under the Contract, including but not limited to, the State's right to terminate the Contract, and pursue all remedies available to the State under the Contract including, without limitation, its right to recover associated damages caused by Seneca's failure to perform its obligations under the Contract.

The total liquidated damages for any individual incident shall not exceed 25% of the preceding month's invoice.

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Service or System	Definition	Amount of Penalty
800 # for ICC	Toll-free phone-based access to ICC	\$150/hr
Email Access to ICC	Customer/support ring email access to ICC	\$50/hr
Support Portal	Web-based access for Customers to ICC	\$25/hr
SupporTrax	Access to SupporTrax for Support Ring	\$100/hr
Any combination of the above	Two or more of the above conditions	Sum of hourly penalty

- E. The decision to declare an incident as resulting from the Seneca Corporation's failure to meet the requirements of the outsourced services will be at the sole reasonable discretion of the State, after consultation with Seneca Corporation. Once the decision is made by the State that an incident did occur, liquidated damages will be assessed.
- F. It is understood that Seneca Corporation will have a defined maintenance window in order to perform routine maintenance on equipment and applications. This maintenance shall not occur during the normal business hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, and said time shall be mutually agreed upon by both the State and Seneca Corporation. Seneca Corporation will notify the State as soon as possible, with a minimum of 24-hour notification, of any maintenance that will occur outside of the defined maintenance window. Should an emergency occur requiring immediate maintenance, Seneca Corporation will notify the State and a mutually agreed upon time will be defined to perform said maintenance.
- G. Seneca Corporation shall not be liable for liquidated damages when, in the reasonable opinion of the State, incidents result directly from causes beyond the control and without the fault or negligence of Seneca Corporation. Such causes may include, but are not restricted to, acts of God or the public enemy, fires, flood, epidemics, and strikes; but in every case the cause must be beyond the control of and without the fault or negligence of Seneca Corporation. If the incidents are caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Seneca Corporation and the approved subcontractor, in the opinion of the State, and without the fault or negligence of either of them, Seneca Corporation shall not be liable for liquidated damages for services furnished by the subcontractor. However, if it is the case that an approved subcontractor is at fault, Seneca Corporation shall still be liable for liquidated damages.

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8 RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to Seneca under the Contract those liquidated amounts required or permitted under the Contract, by NH RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C
SPECIAL PROVISIONS

1 SPECIAL PROVISIONS

There are no Special Provisions for this Contract.

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**EXHIBIT D
ADMINISTRATIVE SERVICES**

1 STATUS MEETINGS AND REPORTS

The State believes that effective communication and reporting, through meetings and written reports is essential to project success.

1.1 The State and Seneca agree to the following:

- A. **Introductory Meeting:** Participants will include Seneca's Project Team, the State's Project Team and major stakeholders. This meeting will enable leaders to become acquainted and establish any preliminary project procedures.
- B. **Kickoff Meeting:** Participants will include Seneca's Project Team, the State's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- C. **Weekly Conference Calls:** Participants will include, at a minimum, Seneca Project Manager and the State Project Manager or approved designees. These conference calls, which will be conducted at least bi-weekly, will address overall project status, weekly report reviews and any additional topics deemed necessary by either party.
- D. **Special Meetings:** Need may arise for a special meeting with Seneca and State leaders or project stakeholders to address specific issues.
- E. **Quarterly Meetings:** Seneca Project Manager will schedule quarterly site visits to the State, corresponding with DHHS Help Desk Advisory (HDAC) meetings. This visit will occur in the second or third week of the first month of the quarter. The purpose of these meetings is to: meet with NH Support Ring members; review the previous quarter's performance; review progress against objectives for that quarter; and establish objectives for the upcoming quarter. The quarterly meeting also provides an opportunity to plan for upcoming events, such as migrations, new technology rollouts, etc. Upon returning from the quarterly meeting, the Project Manager will complete meeting minutes and provide them to the State.

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**EXHIBIT E
IMPLEMENTATION SERVICES**

1 IMPLEMENTATION SERVICES

Seneca currently provides IT help desk support services for the State. Therefore, Implementation Services will focus on the review of current support, resources and services being provided by Seneca. Implementation Services will also include the implementation of SupporTrax for the central Help Desk. Please refer to Exhibit I: *Work Plan* for additional details.

1.1 Key Components

The key to ensuring continuity of service is to make sure all systems, networks, and procedures are developed and deployed for maximum availability and failover capabilities. Where possible, systems, networks, and connections to external networks are redundant, reducing the risk of a single point of failure. Where redundancy is not possible, alternate solutions and appropriate recovery procedures are identified ensuring rapid implementation and restoration of the original system.

Key components of Seneca's service to the State include:

Telecommunications Carrier Networks

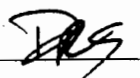
Access to the ICC is dependent on a nationwide carrier network (Verizon Business), and local ISDN PRIs and other telecommunications circuits (MCI, Cavalier, Verizon). Additionally, these include data circuits for Internet and external access to the ICC. Seneca has established new service through Verizon Business, and is awaiting circuit delivery while maintaining service with Cavalier. Verizon Business provides Seneca with the capability to have network-level redundancy, re-routing inbound calls to another network should the primary network be inaccessible. Seneca's data link to the State is also provided by Verizon Business. In the event of a failure or interruption, Seneca systems are accessible via the Internet through SSL.

Facilities

The primary facility is Seneca's existing call center facility in Vienna, Virginia. Seneca maintains a secondary facility in Front Royal, Virginia, - which serves as a virtual call center when paired with Vienna, Virginia providing 24x7 staffing. Seneca has also, in partnership with Seneca's telecommunications equipment vendor, identified a fully configured overflow call center located 10 miles from Seneca's primary facility that is available on short notice. Additionally, Seneca has a number of call center agents who are able to work from home, using a broadband connection and VPN. This has been effective for inclement weather situations.

Telecommunications Systems

Telecommunications systems include a Mitel 3300 IP PBX and Interactive Intelligence Customer Interaction Center (CIC) server. Although these systems serve different purposes, they both have the capability to provide PBX capabilities for long distance T-1s and also have ACD capabilities, and can therefore serve as redundant systems for each other.



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SupportTrax

The web-based Customer Relationship Management and Knowledgebase system currently in use for the ICC is SupportTrax. The SupportTrax system is installed on a multi-tier platform, including Microsoft IIS web servers and Microsoft SQLServers. It is fully backed up, with a redundant configuration located at Seneca's secure co-location facility.

1.2 Review of Current Services

As part of Implementation Services, Seneca's and the State's Project Teams will conduct a full review of the current resources, services and support provided by Seneca. Review will include, but is not limited to, the following items:

- A. SupportTrax categories and scripts.
- B. Priority Matrix and priority assignments.
- C. Standard and ad hoc reporting.

1.3 Implementation of SupportTrax to Central Help Desk

As part of Implementation Services, SupportTrax will be implemented for use by the State's central Help Desk. Seneca's and the State's Project Teams will coordinate and facilitate implementation of SupportTrax for identified State staff.

- A. Identify SupportTrax system users at the central Help Desk.
- B. SupportTrax categories and scripts.
- C. Priority Matrix and priority assignments.
- D. Standard and ad hoc reporting.

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**EXHIBIT F
TESTING SERVICES**

1 TESTING AND ACCEPTANCE

Because Seneca's services and SupporTrax are already integrated into DHHS' operations, acceptance testing is ongoing and embedded within day-to-day operations. Additional acceptance testing required will be for additional services and enhancements being offered to DHHS.

Although Seneca has provided IT help desk support services to the State for more than six years, ongoing improvements in service are anticipated. In the event of improvements to any ICC Help Desk services tool in use by the State the following procedures shall be followed:

1.1 Change Control

Seneca's Program Coordinator (with backing from the ICC Manager) will serve as the focal point for State-requested changes and enhancements. These requests can come from weekly or ad hoc meetings with support-ring members, DHHS management contacts, email requests or work orders submitted into the ICC. If the proposed changes relate to system or SupporTrax issues, they are logged to an enhancement queue, and turned over to the Seneca Change Control Committee.

Changes to SupporTrax are approved, vetted, and prioritized by Seneca's Change Control Committee. If a change is approved, the requirements are verified by both the person submitting the change (in the case of State-requested changes, the Project Manager), Operations, and Systems Engineering. A timeline for the modification or enhancement is provided by Seneca's Systems Engineering.

1.2 Unit and System Testing

The system enhancement, as detailed above, is then prototyped into Seneca's development environment. If the prototype meets specifications, it is moved into Seneca's test environment. Within the test environment, functional, usability and regression testing is completed, involving development resources, ICC resources, and the approval of the individual who submitted the change. Standard functionality (User Access, Module Access, Queries, Data Entry, User Interface, Record Processing and Reporting) is tested during regression testing to ensure the change has not introduced unintended consequences. If any issues are identified during testing, the modification is sent back to Systems Engineering and another prototype is produced, initiating another acceptance and testing phase. If the testing is successful, the change is rolled into the production environment. Follow-up with the person who initiated the enhancement request, as well as the client, when applicable, is conducted. If the requested changes relate to operational, procedural or process issues, they will be handled immediately by either of the two management levels mentioned above.

Any changes that require system downtime or any interruption in service to the State will be communicated ahead of time to the State Project Manager. Once management has agreed and approved the downtime, it will be handled during Seneca's standard maintenance window; typically Fridays at 9:00 PM.



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TESTING SERVICES

1.3 Testing Planning and Preparation

Seneca Corporation will provide the State with a Testing Plan that will include identification, preparation, and documentation of planned testing, test variants, test scenarios, test cases, test scripts, test data, test phases, unit tests, expected results, and "bug" tracking system.

As identified in the Test Plan and documented in accordance with the Project Work Plan and the Contract documents, State testing will commence upon Seneca's Project Manager's certification, in writing, that Seneca's own staff has successfully executed all prerequisite Seneca 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 Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.4 User Acceptance Testing (UAT)

UAT begins upon completion of the Unit and System Testing by Seneca and the Test Planning and Preparation. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The State will be presented with all testing results, as well as written certification that Seneca has successfully completed the prerequisite tests, meeting the defined acceptance, and performance criteria. The State will commence testing within five (5) business days of receiving certification from Seneca that the test system is installed, configured, complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the acceptance criteria specified in the Change Order. The State will conduct testing utilizing scripts developed as identified in the Test Plan to validate the functionality of the enhancements and the interfaces, and verify implementation readiness. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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**EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES**

Seneca shall maintain all key components of Seneca's service to the State as defined in Exhibit E: *Implementation Services*. Seneca will be responsible for maintenance and support in accordance with the Contract Documents and the Work Plan (Exhibit I).

1 SYSTEM MAINTENANCE

1.1 Contractor's Responsibility

Seneca will be responsible for maintaining the key components of Seneca's service to the State in accordance with the Contract Documents and the Specifications, including without limitation the requirements, terms, and conditions contained herein. Seneca will not be responsible for maintenance or support for anything developed or modified by the State.

1.1.1 Maintenance Releases

Seneca shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers.

2 SYSTEM SUPPORT

2.1 Contractor's Responsibility

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

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Seneca shall have available 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;

2.2.2 Class A Deficiencies (Remote Support)

For all Class A Deficiencies, Seneca shall provide with remote diagnostic services, within four (4) business hours of a request; and

2.2.3 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify Seneca of such Deficiencies during regular business hours and Seneca shall respond back within forty eight (48) hours of notification of planned corrective action.

2.3 Term

Seneca System support will commence as of September 1, 2006 at 12:01 a.m. pending prior approval by the NH Governor and Executive Council to the conclusion of the initial Contract, August 31st 2009.

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

3 DATA COLLECTION

3.1 Records Activities

Seneca will maintain a record of the activities related to warranty repair or maintenance and support activities performed for the State. For all maintenance services calls, Seneca shall ensure the following information will be collected and maintained:

- A. Nature of the Deficiency;
- B. Current status of the Deficiency;
- C. Action plans, dates, and times;
- D. Expected and actual Completion time; and
- E. Deficiency resolution information.

3.2 System Monitoring

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

- A. Mean time between reported deficiencies with the System;
- B. Diagnosis of the root cause of the problem; and
- C. Identification of repeat calls or repeat System problems.

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**EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES**

Seneca's written response to the RFP Priority Requirements are detailed below and are the requirements for the ICC Help Desk Support Services solution:

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)		Not Met	Comments
			Met		
1	The Vendor must provide an outsourced solution in accordance with this RFP. The Vendor must describe how its services will integrate and interface with existing State resources.	M	√		Seneca will continue providing an outsourced solution.
2	The Vendor must provide, at a minimum, as part of the total outsource solution, a comprehensive Integrated Call Center (ICC) services, available 7:00 a.m. to 5:00 p.m. (Monday through Friday, except State Holidays), via a single-point, toll-free telephone service (800) 835-2379 for the State. The Integrated Call Center will be located in the Vendor's facilities. The Vendor must also propose off hour coverage – 5:00 p.m. – 7:00 a.m. <i>Note: The State has opted for 24 x 7 coverage.</i>	M	√		Seneca is currently providing 24x7x365 support for DHHS and can adapt accordingly to any hours of coverage needed.
3	The current ICC toll-free number must be maintained and paid for by the Vendor, however, it shall remain the sole property of the State for the duration of the Contract and at termination of the Contract. The Vendor must provide a back up line in the event that the toll-free line is unavailable.	M	√		
4	The Vendor must provide all operational management services necessary to support the services detailed in this RFP.	M	√		
5	The Vendor must provide all necessary equipment, telecommunication circuits, and installation and implementation for the WAN connection to State, including redundancy to ensure back up services in the event of an outage. The State will provide adequate space in a cabinet for the Vendor to deploy their equipment. The on-going support of the WAN connection will be the responsibility of the Vendor. As described in Section A-1.1: <i>Department of Health and Human Services Network Topology.</i>	M	√		All equipment associated with supporting DHHS is already in place, thus minimizing cost and risk to the State.

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EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
6	The Vendor must staff the ICC with appropriately trained and experienced personnel who can communicate clearly and effectively with state employees.	M	√		
7	The Vendor must provide a one-week test period for project team members to contact the proposed ICC in order that services can be evaluated. Project team members will place mock calls to the ICC at random times during the test period. During this test period the project team members shall have access to the proposed IT help desk support services tool(s) in order to review the logged request, support and referral process.	M	√		
8	The Vendor must describe how it will utilize its staff, including availability.	M	√		
9	The Vendor must describe the internal training program it will maintain and require for ICC new hire staff to ensure they are familiar with State requirements, policies, processes and needs.	M	√		
10	The Vendor must describe the on-going internal training program it will maintain and require of existing ICC staff to ensure staff maintains familiarity with state requirements, policies, processes and needs.	M	√		
11	The awarded Vendor will require that key ICC staff attend a two-week, on-site training/orientation with the state in order that ICC staff gain a better understanding of State business needs, policies and processes.	M	√		Seneca's ICC staff is currently very familiar with State business needs, policies and processes.
12	The Vendor will identify and implement resources for caller validation that will ensure accurate and up-to-date caller profiles for authorized users only.	M	√		Seneca can revisit the current active caller procedures with the State if required.

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EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
13	<p>The Vendor must provide a web-based IT help desk support services tool, which will allow state Staff to input support requests (for themselves and others), check the status of requests, input new request and search a Knowledgebase for solutions. The Vendor must describe how it will use automated support tools to complete the following tasks:</p> <ul style="list-style-type: none"> a. Problem logging b. Escalation c. Tracking d. Transfer e. Resolution f. Reporting g. Prior call matches h. Availability and capability of database access i. Workflow <p>The Vendor must also describe the following for their recommended solution:</p> <ul style="list-style-type: none"> 1. Commercial availability 2. Proprietary characteristics 3. All release dates 4. Version number 5. Improvements over previous version 6. Next release date planned 7. Planned improvements with next release 8. Limitations 9. Features 10. Strengths 11. Supported platforms 12. Integration capabilities 	M	√		SupportTrax has been in production for years in the DHHS environment and complies with all requirements stated in this section.

[Handwritten Signature]

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REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
14	<p>The ICC tool(s) must, at a minimum, include this information for each logged call:</p> <ul style="list-style-type: none"> a. Work order number b. Ticket created time and date stamp c. Ticket modified time and date stamp d. Ticket closed time and date stamp e. User name f. Employee ID g. Title h. Agency i. Department/division/unit j. Address/site type k. Room l. Phone number m. E-mail address n. Priority o. Request type (categorized by support area, product and problem type) p. Request summary q. Unique workstation identification number r. State tag s. Domain or network ID t. Operating system u. Profile updated v. Originator w. Assigned to (name/group) x. Resolved by (name/group) y. Tech notes z. Narrative description of action(s) taken aa. Action start time bb. Action end time cc. Resolution dd. Status of ticket (Open, Closed, On Hold, etc.) ee. Status detail (Assigned, WIP, Scheduled, etc.) ff. Undefined fields (to be determined) 	M	√		<p>SupporTrax has been in production for years in the DHHS environment and complies with all requirements stated in this section.</p>

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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

Seneca Corporation Proposal to the Office of Information Technology, DHHS-RFP 2006-011 is incorporated herein by reference.

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**EXHIBIT M
AGENCY RFP WITH ADDENDUMS**

NH Office of Information Technology DHHS – RFP 2006-011 (with Addendums 1 through 1)
is incorporated herein by reference.

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**EXHIBIT L
TRAINING SERVICES**

Seneca shall provide the following Training Products and Services required under the Contract Documents and as further described in the Contract Documents, including but not limited to:

1 TRAINING

Seneca shall provide the State with copies, electronic and/or hard copies if available, of all manuals and/or any documentation, e.g., training manuals or procedures, that it provides to its AGENTS/EMPLOYEES that are directly related to and used by Seneca to provide the contracted for support services.

Since the State has been utilizing Seneca's Help Desk Support Services tool, SupporTrax, for the past six years, user training for DHHS should focus on the enhancements and new features of the latest version of SupporTrax. DHHS support-ring members are already very familiar with SupporTrax, therefore, training can be delivered effectively and efficiently by reviewing the updated user guides (available electronically for every release) and conducting WebEx demo sessions.

After initial training to the system's new features and enhancements, Seneca will continue to monitor user need for follow-up training and will coordinate ad hoc sessions as required. All training manuals for the latest version of SupporTrax are available electronically and are updated with every release.

Training shall be offered to DHHS staff, to be selected by State and held at locations to be designated by State. Locations to be designated by State will include most of, if not all of, the twelve (12) DHHS District Offices, as well as various sites in Concord, NH.

Seneca shall notify the State of any and all major updates to SupporTrax, the Web Interface and provided Knowledgebase, at least sixty (60) days prior to implementation of said updates, and shall provide training to DHHS support staff within that sixty (60) day period.



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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate as specified, the Warranty Period will cease, Seneca will correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) calendar days.

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**EXHIBIT K
WARRANTY AND WARRANTY SERVICES**

2 WARRANTY SERVICES

Seneca shall agree to maintain, repair, and correct deficiencies in the ICC Help Desk Support Services tool(s), including but not limited to the individual modules or functions during the Warranty Period, at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Software and documentation.

Warranty Services shall include, without limitation, the following:

- A. Maintain the Software in accordance with the Specifications, terms, and requirements of the Contract;
- B. Repair or replace the Software or any portion thereof so that the system operates in accordance with the Specifications, terms, and requirements of the Contract;
- C. Seneca shall have available 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 email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- D. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- E. For all Warranty Services calls, Seneca 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;
- F. Seneca 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; and
- G. All deficiencies found during the Warranty Period and all deficiencies found with the Warranty Releases shall be corrected by Seneca no later than 30 business days, unless specifically extended in writing by the State, and at no additional cost to the State. (See Section 6.11.5.4.6: *Failure of Test; Retesting*)

In the event Seneca fails to correct the deficiency within the allotted period of time (see above), the State shall have the right, at its option to: 1) declare Seneca in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return Seneca's product and receive a refund for all amounts paid to Seneca from the point the deficiency is identified, including but not limited to, any applicable license fees within ninety (90) days of notification to Seneca of the State's intent to request a refund; 3) and to pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period. (See section 6.12.3: *Warranty Period*, below).

3 WARRANTY PERIOD

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for each UAT period and will continue through one hundred and twenty (120) days.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

WARRANTIES

Seneca shall warrant all software and services provided in the Contract Documents.

1.1 Software

Seneca shall warrant 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.

1.2 Services

Seneca shall warrant that all Services to be provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standard.

1.3 Non-Infringement

Seneca shall warrant that it has good title to, or the right to allow the State to use, all Services and Software provided under this Contract, and that such Services 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

Seneca shall warrant that the Software they provide will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

1.5 Compatibility

Seneca shall warrant that all components, including but not limited to the individual modules or functions, including any replacement or upgraded Software components provided by the Contractor to correct deficiencies or as an enhancement, shall operate with the rest of the Software without loss of any functionality.

1.6 Personnel

Seneca shall warrant 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.

1.7 System

Seneca shall warrant that the System, including but not limited to the Software and the individual modules or functions, must operate in conformance with the specifications, terms, and requirements of the Contract, including but not limited to all elements, i.e., the software, hardware, and any interfaces.

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**EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS**

upon any information design, specification, instruction, software, data, or material not furnished by Seneca. Seneca will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Seneca. This section provides the parties' exclusive remedy for any infringement claims or damages for that Material that is furnished under this Exhibit J: *Software License and Related Terms*.

9. CONTRACTORS MATERIALS

Subject to the provisions of this Contract, Seneca 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, Seneca shall not distribute any products containing or, while performing services disclose any State Confidential Information. Seneca shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the Confidential Information by Seneca employees or third party consultants engaged by Seneca.

The parties agree that the general knowledge referred to herein may in no event include: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

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

6 VIRUSES

As a part of its internal development process, Seneca will use reasonable efforts to test programs for viruses. Seneca will also maintain a master copy of the appropriate versions of the programs, free of viruses. If the State believes a virus may be present in the delivered programs, then upon its request, Seneca will provide a master copy for comparison with and correction of the State's copy of the programs.

7 AUDIT

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

8 NON-INFRINGEMENT

Seneca warrants that it has good title to, or the right to allow the State to use, all information, instruction, or software, including updates provided hereunder ("Material"), and that such Material does not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate any trade secret of any third party. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringes its intellectual property rights, Seneca will indemnify the State against the claim if the State does the following:

- A. Notifies Seneca promptly in writing, not later than 30 days after the Recipient receives actual notice of such claim or information;
- B. Gives Seneca sole control of the defense and any settlement negotiations; and
- C. Gives Seneca the information, authority, and assistance the Provider needs to defend against or settle the claim.

If Seneca believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Seneca may choose to either modify the Material to be non-infringing (while substantively preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Seneca may end the license for, and require return of the applicable Material and refund any fees the State may have paid for it. Seneca will not indemnify the State if the State alters the Material or uses it outside the scope of use identified in Seneca's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State. Seneca will not indemnify the State to the extent that an infringement claim is based

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EXHIBIT J
SOFTWARE LICENSE AND RELATED TERMS

The terms set forth in this Exhibit J: *Software License* are specific to the provision of the Software licenses and related Technical Support, as provided herein, and in no way shall limit or impact the rights under the Software Solution System warranty.

1 LICENSE GRANT

Subject to the payment of applicable license fees as set forth in Exhibit B: *Price and Payment Schedule*, Seneca grants to the State a non-exclusive limited license to use the Help Desk Support Services tool(s) identified on the ordering document attached hereto and incorporated herein as Attachment A for the State's internal business operations, subject to the terms of the Contract, including the definitions and rules attached thereto, as well as the associated documentation. The State may allow its agents and contractors to access and use the Software for this purpose 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 SOFTWARE AND DOCUMENTATION COPIES

Software documentation shall be provided to the State. The State shall have the right to make a sufficient number of copies of the Software documentation for its licensed use.

3 RESTRICTIONS

The State may not:

- A. Remove or modify any program markings or any notice of Contractor's proprietary rights;
- B. Make the programs or materials available in any manner to any third party for use in the third party's business operations;
- C. Cause or permit reverse engineering, disassembly or decompilation of the programs;
- D. The State may not re-license, rent or lease the ICC Help Desk Support Services Solution tool(s) or use the ICC Help Desk Support Services Solution tool(s) for third-party training, commercial time-sharing, or service bureau use.

4 TITLE

Title, right, and interest (including all ownership and Intellectual Property rights) in the ICC Help Desk Support Service tool(s) shall remain with Seneca.

All right, title and interest in State Data shall remain with the State.

5 WARRANTIES

Seneca warrants that a program licensed to the State will operate in all material respects as described in the applicable program documentation for the duration of the Contract. Seneca also warrants that services ordered will be provided in a professional manner consistent with industry standards. The State must notify Seneca of any services warranty deficiencies within ninety (90) days from performance of the services described in the ordering document.

Seneca does not guarantee that the Software will perform error-free or uninterrupted or that Seneca will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.

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**EXHIBIT I
WORK PLAN**

2.2.5 Annually

On an annual basis, a strategic plan for the coming year will be developed. This will be based on the objectives reviewed and established during the quarterly meetings, and planned or expected changes for the coming year. The Seneca PM will take the lead on this effort. The PC and PM will produce and analyze rolled-up annual reports. Seneca management will also review the performance and maintenance Contracts of key vendors we rely on to deliver service to the State.

- A. *Annual Deliverables:* Annual reports, strategic plan for the coming year.
- B. *Involvement of State Personnel:* Review annual reports. Assist in establishing and prioritizing objectives for coming year.

2.2.6 As Needed Tasks

Seneca and State agree that there will be tasks that do not occur on a regular schedule, but would need to be developed and executed according to plan, with their own success measures identified. Some of these may be:

- A. Major SupportTrax enhancements (current development schedule plans for a major release every year)
- B. Adoption of new technology in the State (e.g., Windows 2003 server, Lotus Notes 7.0 and SMS)
- C. Replacement of ICC staff (through attrition or promotion)
- D. Rollout of ICC services to other State entities

As these needs are identified and anticipated, they will be rolled into the Project Work Plan.

2.3 Contract Termination

At the end of the Contract term, the following deliverables shall be provided by Seneca to the State:

- A. Data export of State call data;
- B. Data export of State proprietary knowledge; and
- C. Return of State 800 number.

Additionally, Seneca would ensure that all State data and resources are removed from Seneca equipment.

2.4 Status of Project Work Plan

The project work plan is designed to be a dynamic document, used to track progress toward the objectives. Review of the project work plan to determine actual vs. planned progress will occur on a weekly basis, and the plan will be updated as necessary.

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**EXHIBIT I
WORK PLAN**

The PC and the PM participate in a conference call on a weekly basis with the State designated contact. During this conference call, service issues from the previous week, upcoming changes, and ongoing process improvement are discussed. The PC will then summarize the meeting and provide the State with minutes from the meeting. Action items from the meeting are often used to provide training to ICC staff, conducted on a weekly basis.

- A. *Weekly Deliverables:* Weekly Ticket Status Report, weekly conference call, minutes from conference call.
- B. *Involvement of State Personnel:* Participation in weekly conference call, review of minutes and issues raised in conference call.

2.2.3 Monthly

At the end of each month the PC generates the monthly service level reports. The PC and the PM then review the reports for service level deficiencies. If any are identified, a corrective action plan is developed. Business continuity events, if any, are also reviewed, and corrective action plans developed as needed. The reports are delivered to the State by the fifth business day of the month. The PC will also confirm the active seat count with the State. This information, plus service level performance and business continuity information, are provided to Seneca's Accounts Receivable Department, which generates an invoice that is reviewed by Seneca's PM

Additional activities conducted on a monthly basis are establishing the schedule and staffing matrix for the upcoming month, and reviewing any SupportTrax enhancement requests. These are forwarded onto Seneca's Change Control Committee for review and action.

- A. *Monthly Deliverables:* Monthly reports, invoice, corrective action plans for service level deficiencies or business continuity events, if applicable.
- B. *Involvement of State Personnel:* Review active seat count, reports, and corrective action plans. Review and approve invoice.

2.2.4 Quarterly

The Seneca PM will schedule quarterly site visits to the State, corresponding with DHHS Help Desk Advisory (HDAC) meetings. This visit will occur in the second or third week of the first month of the quarter. The purpose of these meetings is to review the previous quarter's performance, review progress against objectives for that quarter, and establish objectives for the upcoming quarter. The quarterly meeting also provides an opportunity to plan for upcoming events, such as migrations, new technology rollouts, etc. Upon returning from the quarterly meeting, the PM will complete meeting minutes and provide them to the State.

- A. *Quarterly Deliverables:* Quarterly reports, site visit, and meeting minutes.
- B. *Involvement of State Personnel:* Review of quarterly reports, participation in quarterly meeting, coordinate HDAC and any other State resources for site visit. Assist in setting and reviewing objectives, review meeting minutes.

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**EXHIBIT I
WORK PLAN**

2.2.1 Daily

On a daily basis, the PC will conduct a morning review of ICC activity from the day before, including anything that occurred the previous night, looking for issues that remain outstanding, verifying that correct procedures were followed, and that incidents were appropriately documented. The PC will also review the schedule for the day, both in terms of staff, and projected events (i.e., training, software rollouts, announcements, etc.). Anything requiring a higher degree of attention will be escalated appropriately – either to Seneca management or to the State’s point of contact for the program. Throughout the day, the PC monitors ICC activity and supervises staff, ensuring compliance with both procedures and schedules. The PC will monitor the types of issues State staff are reporting. If any trends are identified, they will notify Seneca management and the State point of contact. If the trend is related to a known error, then the PC will provide guidance to ICC staff on the proper handling of the issue. At the end of the day, the PC checks for outstanding issues and establishes the next course of action. The PC will verify the schedule for the evening, overnight shift, and the next day.

The ICC staff is scheduled on staggered shifts based on historical call arrival rates. They are responsible for receiving and logging incidents correctly, within the target service levels, and resolving COTS and OS calls. Additionally, they provide information on the current status of an individual customer’s requests, or in the event of an outage, State systems. ICC Tier I and II agents are responsible for managing their queue, reviewing issues that remain open and acting upon them within the appropriate service level timeframe. When not actively supporting a customer, the staff reviews new procedures and/or knowledge of the State environment.

- A. *Daily Deliverables:* Incident response within service levels, correct logging, resolution and/or routing of requests, escalation of issues to appropriate levels
- B. *Involvement of State Personnel:* Communication of changes within State environment, receiving and handling appropriate escalations from the PC or PM, guidance on issue handling for trends and coordination of support activities within the State OIT resources, where necessary.

2.2.2 Weekly

On a weekly basis, the PC produces the Weekly Ticket Status report for the previous week, which shows outstanding requests and their aging at the beginning of the reporting period, requests created, requests resolved during the reporting period, and the number of outstanding requests at the end of the reporting period. This report assists in the identification of service level issues. The PC also reviews the schedule for the week, with an emphasis on planned staff absences, scheduled maintenance windows, or scheduled changes to the State or customer IT environment, and prepares staff for the change. At least weekly, the PC reviews proposed knowledge submissions from staff or State support-ring members, for inclusion into the knowledgebase.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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**EXHIBIT I
WORK PLAN**

Review and Enhancement of Reporting

Critical Path Items	Deliverables	Responsibility	State Personnel Involvement
Review of existing provided reports		Seneca PM, PC	Review and make recommendations
Identify additional strategic reports and requirements		Seneca PM, PC	Make recommendations, assist in requirements development
Specifications for New Reports		Seneca PM, Systems Engineering	
Reports delivered	Enhanced Reports	Seneca PM, Systems Engineering	Review and approval

Critical Success Factors: Requirements and specifications match final product. Reports clear and purpose of report and interpretation of report clear.

Training for State Personnel

Critical Path Items	Deliverables	Responsibility	State Personnel Involvement
Establish Schedule for Training		Seneca PM	Assist in identifying staff and scheduling
Develop Training Plan	Training Plan	Seneca PM	Review and approval
Training Delivered	Training	Seneca PM	Participation in training

Critical Success Factors: Training effectively communicates changes in support. Training provides State staff with the capability and comfort in using enhanced resources.


2.2 Ongoing Services

As Seneca is already providing help desk support to the State, many of the ongoing procedures are simply enhancements or refinements to existing procedures. The implementation items listed above will be accomplished while continuing to provide ongoing services. Enhancements will be rolled in to the ongoing services, regardless of whether the actual Contract start date has arrived or not.

Ongoing management of the help desk support is the responsibility of the Seneca program manager (PM). The Seneca PM provides overall direction and guidance to ICC management on the successful delivery of services to the State, and is the State's point of contact for service issues and modifications. The Seneca Program Coordinator (PC) provides the day-to-day operational support for the program, responding to State and ICC staff queries regarding escalations, policy and procedure, and monitoring daily activity to identify potential trends or service delivery problems. Both the Seneca PM and the Seneca PC are supported by the Technical Support Center Manager, who provides overall management and supervision of all TSC staff. Ongoing services are broken into daily, weekly, monthly, quarterly, and annual activities.

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**EXHIBIT I
WORK PLAN**

New Support Portal

Critical Path Items	Deliverables	Responsibility	State Personnel Involvement
Requirements Analysis/Specifications	Specifications Document	Seneca PM, Seneca Systems Engineering	Participate in discussion of requirements, assist in defining and approving specifications
Acceptance Testing		Seneca PM, Seneca Systems Engineering	Participate in review of system, and acceptance testing
Rollout	Final Support Portal	Seneca PM	Assist in identifying and communicating rollout schedule to State staff

Critical Success Factors: Must provide KnowledgeBase access, portal to support activity, approved specifications document, successful acceptance testing, rollout to staff, and use by State staff.

Review of Existing Support Model

Critical Path Items	Deliverables	Responsibility	State Personnel Involvement
Incorporation of New Contract Changes		Seneca PM	Review and recommendations for proposed support model
State Approval	Revised Support Model document	Seneca PM	Provide approval and sign off on document
ICC Staff Training		Seneca PM, PC	

Critical Success Factors: Completion of document that matches Contract/statement of work, support model improves overall support efficiency, measured by correct request handling. Periodic review of the support model (at least quarterly).

Update of Business Continuity Plan

Critical Path Items	Deliverables	Responsibility	State Personnel Involvement
Incorporation of Contract Requirements		Seneca Management	Review and make recommendations
State Approval of Plan	Revised Business Continuity Plan	Seneca Management	Provide approval and signoff
Plan incorporated into Operations		Seneca Management	

Critical Success Factors: Plan adequately identifies components and risks of support operations, and identifies redundancies and backups that are both feasible and acceptable to State (e.g., incur no additional cost, directly or indirectly). Plan should be reviewed at least quarterly.

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**EXHIBIT I
WORK PLAN**

Seneca shall provide the following products and services described in this Exhibit, including but not limited to the roles, responsibilities, products and services detailed below.

1 DELIVERABLES

Seneca and State agree that since Seneca is the current Contractor and procedures are currently in place, that the implementation time be used to review, update, and strengthen key documents and deliverables currently in use. These include the following:

1.1 Support Model

Detailed standard operating procedures on how support is delivered.

1.2 Business Continuity Plan

Updated to reflect Seneca's recent improvements in this area and to ensure that contingencies and backups provide acceptable alternative

1.3 Reporting

Verify and validate the existing reports provided to the State, and determine requirements for new strategic reports, including frequency and point of production (i.e. does Seneca provide them or does the State have access to them).

1.4 Updated Training for NH Support Ring

Training should include enhancements and modifications above, as well as refresher training for SupportTrax.

2 IMPLEMENTATION

The following describes the implementation approach, deliverables, and responsible parties.

2.1 Implementation Activities

Implementation activities will be led by Seneca's program manager for this effort, with support from Seneca's program coordinator, Seneca Systems Engineering staff, and Seneca management staff. The following are addressed in the implementation:

- A. New support portal
- B. Review of existing support model
- C. Update of business continuity plans
- D. Review and enhancement of reporting
- E. Training for state personnel in new/enhanced services

High level elements and deliverables for each area are outlined below, along with the responsible parties. Additionally, critical success factors and tasks requiring State input or effort are identified. See table on the following page.


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**EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES**

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)		Not Met	Comments
		Met	Met		
28	The Vendor must include support for existing legacy systems and applications that state staff may access. This support must consist of, at a minimum, problem tracking and transfer to appropriate IT personnel. ICC staff should be able to step end-users through internal application documented procedures.	M	√		
29	The Vendor shall be fully prepared to commence work on June 1, 2006 and to fully implement the requirements of this RFP by August 31, 2006. <i>Note: Since Seneca is the current contractor, Seneca shall commence work under this Contract September 1, 2006.</i>	M	√		
30	The Vendor must have a migration strategy. The Vendor must describe its methodology in transferring to other parties (e.g., State personnel) the skills and knowledge needed to use the Vendor's IT help desk support services tool(s).	M	√		Not applicable if Seneca is chosen to continue supporting DHHS.
31	The Vendor must include a compensation plan for not meeting service level agreements.	M	√		
32	The Vendor must also include a compensation plan that details penalties for interruptions in service (i.e. telephone, e-mail and web services).	M	√		
33	The Vendor must establish a reporting structure and process that ensures timely and consistent reporting of significant events (i.e. network or software updates, staff or management changes, etc.) to the State.	M	√		

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EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
27	<p>The Vendor will provide first and second level Help Desk support. First level support is defined as a single point of contact for all service requests and technology-related problems involving PC Hardware, Desktop Operating Systems, and State standard commercial applications not limited to MS Office Suite, Lotus Notes, Anti-virus, terminal emulation, and Web browser software. This support requires a basic knowledge of PC hardware, standard commercial application software for current and older versions and common internal application procedures.</p> <p>Second level Help Desk support may require internal ICC escalation for PC Hardware, Desktop Operating Systems, and DHHS standard commercial applications not limited to MS Office suite, and Lotus Notes software. This level of support requires greater depth of knowledge and may involve longer duration calls or call backs to resolve the problem. A minimum of 90% of all calls with questions on State standard commercial applications should be resolved during the initial call.</p> <p>A list of all the State standard commercial software applications is provided in Appendix J: <i>Standard Software Applications</i>. This list may vary, with additions or deletions of applications throughout the term of the Contract. The Vendor is required to provide licensing for standard commercial off-the-shelf applications for Vendor staff at no cost to the State, this includes but is not limited to those listed in Appendix J: <i>Standard Software Applications</i>.</p>	M	√		The ICC staff members currently providing support for DHHS meet the requirements described in this section.

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EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Mandatory (M) or Preferred (P)		Comments
			Met	Not Met	
24	The Vendor must describe telephony services it will provide to support split call technology, allowing staff immediate access to banner notifications. Refer to Appendix I: <i>Service Levels</i> for service level measurements.	M	√		Seneca's IVR currently supports split call technology and multiple queuing.
25	The Vendor must take immediate steps to correct any service level deficiencies indicated by the service level measurement, reporting and control mechanisms, in accordance with the appropriate Service Level Plan/Contingency Plan. Corrective steps shall include the submission of a written "Corrective Action Plan" that addresses all service areas, including, but not limited to, telephone systems, servers, e-mail, self service, etc.	M	√		
26	The Vendor must provide a detailed contingency plan that ensures continued services during incidents at the Vendor site in order to minimize impact to the state.	M	√		

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EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
21	The Vendor must propose how it will conduct, using an outside source, customer satisfaction surveys, at a minimum, every six (6) months. The Vendor should also describe how it will conduct internal customer surveys on a set percentage of calls established at time of Contract negotiation.	M	√		All customer satisfaction surveys are currently being handled by an independent third party on a monthly basis. Seneca scale back survey frequency to meet new requirements.
22	The Vendor must monitor a full range of Service Levels as specified in Appendix I: <i>Service Levels</i> and provide management reports that are both automatic and <i>ad hoc</i> . These reports will be presented to appropriate State personnel monthly via email. These reports must include, but are not limited to: <ul style="list-style-type: none"> • Trend reports (e.g., top 10 call overall, 5 most frequently asked questions for each application) • Call handling, call history and workload reports • Percentages of completed and pending calls by division, group, subgroup and technician • Specific problem by problem number • Problems by division, group, subgroup and technician • Track repeat/unresolved calls • Average talk time by type of call • Tickets 0-30 days old • Tickets 30-60 days old • Tickets over 60 days 	M	√		SupportTrax handles all of the features described in this section.
23	The Vendor must provide the capability for State staff to generate ad hoc reports using various ranges of data to include daily, weekly, monthly, yearly and three-year reporting.	M	√		The State currently has full access to ad hoc reporting from SupportTrax.

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**EXHIBIT H
REQUIREMENTS – CONTRACTOR RESPONSES**

Req. #	Requirement/Deliverable	Mandatory (M) or Preferred (P)	Met	Not Met	Comments
15	The Vendor must provide an expert knowledge based tool, which is populated with solutions to problems with standard software, hardware, operating system and the Internet. This support should be accessible to all State staff and use either a decision tree structure, a rules-based system or a case-based system. This tool should be customizable by designated ICC and State staff to allow additions to the Knowledgebase.	M	√		Seneca's new knowledge tool and content library meet the requirements requested by the State in this section.
16	The ICC IT help desk support services tool(s) must support a call flagging notification feature that will automatically alert staff for pending requests approaching due dates.	P	√		This feature is currently in production for the State in SupporTrax
17	The ICC IT help desk support services tool(s) must also support the ability to integrate workflow processes that will facilitate automated referral of multi-tiered work order requests.	M	√		Workflow feature is currently in production for the State in SupporTrax
18	The ICC IT help desk support services tool(s) must support automatic escalation notification, via pager or e-mail, for all requests exceeding service level agreement guidelines and requests requiring second referral for action.	M	√		
19	The Vendor must provide access for any State staff that will be required to utilize any software application used by the ICC to perform its support function to the State.	M	√		
20	The Vendor must implement a service level system as specified in Appendix I: <i>Service Levels</i> .	M	√		Service level system is in production



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**EXHIBIT O
CERTIFICATE OF VOTE**

CERTIFICATE

(Corporation Without Seal)

I, Donna A. Kenney, Clerk/Secretary of the Seneca Corporation, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the Seneca Corporation, a Delaware corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 10th day of May, 2006, which meeting was duly held in accordance with Delaware (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the Office of Information Technology, providing for the performance of IT Help Desk Support Services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said Contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

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EXHIBIT O
THE CONTRACTOR CERTIFICATE OF VOTE

Smith T. Wood, President

David R. Slifer, Vice President

Smith T. Wood, Treasurer

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 19th day of July, 2006.


Clerk/Secretary

STATE OF VIRGINIA

COUNTY OF FAIRFAX

On this the 19th day of JULY, 2006, before me, RICHARD S. CRAIGHILL, the undersigned Officer, personally appeared DONNA A. KENNEY, who acknowledged her himself to be the SECRETARY, of SENECA CORPORATION, a corporation, and that she/he, as such SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as SECRETARY.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Richard S. Craighill
Notary Public/Justice of the Peace

My Commission Expires: 05/31/2008

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CERTIFICATE OF AUTHORITY**

Insert Contractor Certificate of Authority here.

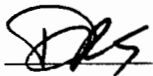
New Hampshire Certificate of Authority or Certificate of Good Standing

(SENECATO SUBMIT)

As a condition of Contract award, Seneca must furnish a Certificate of Authority/Good Standing dated after April 1, 2006, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

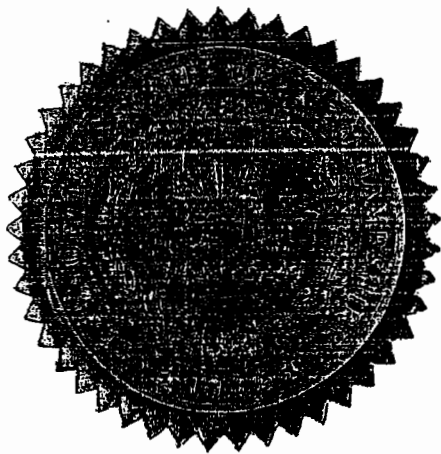
If your company is registered, a Certification thereof may be obtained from the Secretary of State.



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 SENECA CORPORATION, a(n) VIRGINIA corporation, is authorized to transact business in New Hampshire and qualified on JANUARY 11, 2000. 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 11th day of July, A.D. 2006

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

A small, stylized handwritten mark or signature located in the bottom left corner of the page.

STATE OF NEW HAMPSHIRE
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HELP DESK SUPPORT SERVICES
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EXHIBIT Q
THE CONTRACTOR CERTIFICATE OF INSURANCE

Insert Contractor Certificate of Insurance here.



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/06

PRODUCER CBIZ-Fairfax 9302 Lee Highway Suite 200 Fairfax, VA 22031 703 654-6300	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Seneca Corporation t/a; Seneca Support 8320 Old Courthouse Road, #200 Vienna, VA 22182	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Hartford Insurance													
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42SBQBV6402	09/15/05	09/15/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	42SBQBV6402	09/15/05	09/15/06	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	42XHQXF9681	09/15/05	09/15/06	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	42WEQNJ1697	09/15/05	09/15/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 27 Hazen Drive CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE CBIZ Benefits & Insurance Services
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATE OF NEW HAMPSHIRE
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EXHIBIT R
CONTRACTOR PERFORMANCE BOND

No performance bond required for this Contract.

STATE OF NEW HAMPSHIRE
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EXHIBIT S
CONTRACTOR PROPOSAL TRANSMITTAL FORM LETTER

Insert the form letter here.

State of New Hampshire Proposal Transmittal Form Letter

Company Name Seneca Corporation

Address 8320 Old Courthouse Road, Suite 200
Vienna, VA 22182

To: NH Point of Contact: State of New Hampshire
Bureau of Purchase and Property
c/o Irene Koffink
25 Capitol Street, 1st Floor
Concord, New Hampshire 03301
Telephone (603) 271-3147
Email: Irene.Koffink@oit.nh.gov

COPY

RE: Proposal Invitation Name: Help Desk Support Services
Proposal Number: DHHS-RFP 2006-011
Proposal Opening Date and Time: 03/03/2006 2:30 PM

Dear Sir:

Company Name: Seneca Corporation hereby offers to sell to the State of New Hampshire the services indicated in DHHS-RFP 2006-011 Help Desk Support Services at the price(s) quoted in Vendor Response Section VI: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in Section 6: *General Contract Requirements* and Appendix G-4: *State of New Hampshire Terms and Conditions*.

Company Signor: David R. Slifer is authorized to legally obligate
Company Name: Seneca Corporation.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix G-4 and *Contract Requirements* in Section 6, which shall form the basis of any Contract resulting from this RFP;

The proposal is effective for a period of 180 days.

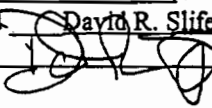
That the prices quoted in the proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read this RFP and subsequent amendments (addendum) including the following: (If appropriate)

Addendum 1 XDated: 02/13/06

Addendum 2 Dated:

Our official point of contact is David R. Slifer, Title Vice President of Operations
Telephone (703) 903-0204, Email dslifer@seneca.com

Authorized Signature Printed: David R. Slifer
Authorized Signature 

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HELP DESK SUPPORT SERVICES
2006-011
CONTRACT AGREEMENT**

**EXHIBIT T
REQUIRED IT WORK PROCEDURES**

1. All work done must conform to commercially reasonable, industry-accepted standards and procedures established by the Office of Information Technology and the State, provided that all work conforms to the standards and procedures established by the Office of Information Technology and the State.
2. All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by the Contractor to successfully complete the assumed assignment will be at the sole expense of the Contractor and provided by the Contractor.
4. The Contractor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Contractor during the course of the Contract.
5. The Contractor must make their employed personnel available to be interviewed by the State prior to the Project assignment for those positions designated as 'key ' personnel.
6. The Contractor and its employees assigned to this Project must sign a "Computer Use Agreement" and any Policy required by the State pertaining to this Contract.
7. The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
8. Personnel assigned to the State must be available to work within ten (10) business days of the Contract signing.

Help Desk Support Services Contract Agreement

Initial All Pages:

The Contractor Initials

DS

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7/18/2006

