



GEORGE N. COPADIS, COMMISSIONER  
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

November 22, 2016

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

REQUESTED ACTION

Sole Source

To authorize New Hampshire Employment Security ("NHES") to enter into a sole source contract amendment with SymbioSys Solutions, Inc. (VC #170929) of Nashua, New Hampshire, increasing the contract amount by \$1,250,000 from \$14,909,130 to \$16,159,130 to extend maintenance and support of the New Hampshire Unemployment Insurance System ("NHUIS") for one additional year period beginning January 1, 2017 through December 31, 2017 also providing additional time to complete projects underway from amendments C and D.

The original contract was approved by the Governor and Council on June 22, 2011 as Item #60. There have since been four amendments to the contract, Amendments A, B, C and D approved by Governor and Council on December 5, 2012 (Item #32), December 20, 2013 (Item #46), December 3, 2014 (Item #46) and October 21, 2015 (Item #31), respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2017 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2017</u>	<u>SFY 2018</u>
10 - 02700 - 80400000 - 038 - 509038	IT Software	\$625,000	\$625,000

EXPLANATION

NHES is requesting approval of the attached sole source contract amendment (Amendment E) to extend maintenance and support of NHUIS for a period of one (1) year, during which time NHES plans to issue a competitive Request for Proposal for maintenance and support services. This is a sole source amendment to an originally competitively bid contract.

Attached is the approval letter from the Office of Information Technology (DoIT #2011-070E).

Respectfully submitted,

Richard J. Lavers  
 Deputy Commissioner



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

November 14, 2016

George N. Copadis, Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
45 South Fruit St.  
Concord, NH 03301-4857

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc., Nashua, New Hampshire, for ongoing maintenance to the New Hampshire Unemployment Insurance System (NHUIS) described below and referenced as DoIT No. 2011-070E.

This contract amendment with SymbioSys Solutions, Inc. is for extending the contract term for one year, with no increase in cost, to allow time for the vendor to complete ongoing coding and other work required to implement system improvements identified in Contract amendments C and D, for which funds are still encumbered.

In addition, NHES receives administrative funding of \$1,250,000.00 from the US Department of Labor as well as from administrative contributions pursuant to RSA 281-A:87 and 140 for continued maintenance and support for the system. The total contract price will increase by \$1,250,000 from \$14,909,130 to \$16,159,130. The amendment will be effective upon Governor and Executive Council approval through December 31, 2017.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

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

Denis Goulet

DG/mh  
DoIT 2011-070E

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS  
CONTRACT 2011-070  
CONTRACT AMENDMENT E**

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 22, 2011, Item #60, based upon RFP #2011-070 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement, Part I, Section 17: Amendment, 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, said Agreement was modified by contract amendment (Contract Amendment A) dated November 7, 2012 and approved by Governor and Council on December 5, 2012 (Item #32) to provide modifications and improvements to the NH Unemployment Insurance System (NHUIS) and increase the amount of the contract by \$1,684,564.00 from \$7,961,080.00 to \$9,645,644.00;

WHEREAS, said Agreement was modified by contract amendment (Contract Amendment B) dated November 19, 2013, and approved by Governor and Council on December 20, 2013 (Item #46), to improve the functionality of NHUIS, extend maintenance services and increase the amount of the contract by \$2,143,400.00 from \$9,645,644.00 to \$11,789,044.00;

WHEREAS, said Agreement was modified by contract amendment (Contract Amendment C) dated November 17, 2014, and approved by Governor and Council on December 3, 2014 (Item # 46), to add services for ongoing technical system maintenance, to create and implement enhanced overpayment and fraud prevention functionality, to boost data integrity and to enable on-line forms for employees and employers, and increase the amount of the contract by \$2,460,916.00 from \$11,789,044.00 to \$14,249,960.00;

WHEREAS, said Agreement was further modified by contract amendment (Contract Amendment D) dated October 7, 2015, and approved by Governor and Council on October 21, 2015 (Item #31), to allow for improvements to the functionality of the Short-time compensation (STC) program module, and to implement automation enhancements necessary to carry out Reemployment Services and Eligibility Assessment (RESEA) program requirements and enhanced data validation functionality, and increase the amount of the contract by \$659,170.00 from \$14,249,960.00 to \$14,909,130.00.

WHEREAS, the department receives administrative funding from the US Department of Labor as well as from administrative contributions pursuant to RSA 282-A:87 and 282-A:140 for continued maintenance and support of the NHUIS system and requires additional time to allow the Vendor to complete ongoing coding and other work needed to implement system improvements identified in Contract Amendments C and D for which funds are still encumbered.

WHEREAS, the Department seeks to extend the contract term for one (1) year, with no increase in cost, to allow time for the Vendor to complete work identified in Items #68, #70 and #74, as previously approved in connection with Contract Amendment C (Items #68 and #70) and Contract Amendment D (Item #74), respectively.

WHEREAS, NHES seeks to add \$1,250,000.00 to the contract to extend maintenance and support for a period of one (1) year, during which time NHES plans to issue a competitive Request for Proposal for the maintenance and support services covered by this Agreement.

WHEREAS, the Vendor desires to provide the requested technical services and the Parties seek to clarify and amend the Agreement.

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:

**Table 1**

<b>Contract #2011-070</b> <b>Agreement (Form P-37)</b>	<b>AMENDED TEXT</b>			
<b>Section 1.8 Pricing</b>	<b>The Agreement is hereby amended as follows:</b>  <b>Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation by \$1,250,000.00 from \$14,909,130.00 to \$16,159,130.00.</b>			
<b>Contract #2011-070</b> <b>Statement of Work Section Number</b>	<b>AMENDED TEXT</b>			
<b>Exhibit A; Section I. Deliverables, Milestones and Activities Schedule</b>	<b>Modify the Deliverables Table in Section 1, "Deliverables, Milestones, and Activities Schedule," to revise and extend the Projected Delivery Date for existing deliverables under Contract Amendments C and D as follows:</b>			
	<b>Ref. #</b>	<b>Activity, Deliverable and Milestone</b>	<b>Delivery Type</b>	<b>Projected Delivery Date</b>
<b>Amendment C</b>	<b>68.</b>	<ul style="list-style-type: none"> <li>• Implement new approaches to preventing and reducing overpayments by enhancing use of cross-match data.</li> <li>• Implement measures that will result in quicker identification of potential fraud situations and quicker</li> </ul>	Software	<b>9/30/2017</b>

		<p>communication with claimants regarding issues.</p> <ul style="list-style-type: none"> <li>• Identify claimants via cross-matches, preliminary predictive modeling and/or State Federal fraud scheme information.</li> <li>• Flag claimants and require them to speak with an NHES representative when filing a continued claim.</li> <li>• Create a system of follow through for flagged items, including alerts and reports that are managed by staff.</li> <li>• Expand cross-matches, such as SDNH and prisons, and utilize the flag method to proactively identify and prevent potential multi-claimant fraud schemes.</li> </ul>		
<b>Amendment C</b>	<b>70.</b>	<ul style="list-style-type: none"> <li>• Expand NHUIS capacity to allow employers to respond on-line to all requests for information and earnings to enhance timely processing and payment of benefits.</li> <li>• Enable specific on-line forms, including Request for Wage Information; Request for Qualifying Wages; Request for Concurrency Information and Cross-Match Request for Wage Information to allow for more timely communication, overpayments reduction and/or more timely first payments.</li> </ul>	Software	<b>9/30/2017</b>
<b>Amendment D</b>	<b>74.</b>	<ul style="list-style-type: none"> <li>• Dissect population and supporting reports to trace data path and ensure compliance with ETA Handbook 401.</li> <li>• Create interactive interface to allow users to view detailed reference data for counts within cells in federal reports.</li> <li>• Create functionality to allow reports to be run weekly and all reference data to be reviewed for accuracy prior to official report run(s) to eliminate anomalies.</li> </ul>	Software	<b>9/30/2017</b>

<b>Exhibit B Section #1.1</b>  Firm Fixed Price – Deliverables Table	<b>Add revised Due Dates to the Deliverables Table in Section 1.1 (“Firm Fixed Price: Table 2”) and restate available contract balances for the work.</b>			
	<b>Ref. #</b>	<b>Activity, Deliverable, and Milestone</b>	<b>Due Date</b>	<b>Price/Payment</b>
	<b>68.</b>	Implement more proactive approaches to preventing and reducing overpayments by enhancing the use of cross-match data.	<b>9/30/2017</b>	\$740,056.00
	<b>70.</b>	Expand NHUIS capacity to provide on-line functionality for employers.	<b>9/30/2017</b>	\$271,390.00
	<b>74.</b>	Design and implement changes in NHUIS programming to enhance data validation functionality in connection with USDOL reporting requirements.	<b>9/30/2017</b>	\$408,680.00
<b>Exhibit B Section #1.1</b>  Firm Fixed Price – Additional Annual Maintenance Table	<b>Amend Table 3 to include on-going maintenance and support as follows:</b>			
	<b>ADDITIONAL ANNUAL MAINTENANCE</b>  <b>(Billable Monthly on a Pro Rata Basis)</b>			
	On-Going Maintenance -Year 6	1/1/2017- 12/31/2017	\$1,250,000.00	
<b>Exhibit B Section #2 Total Contract Price</b>	<b>Delete Section 2 (“Total Contract Price”) and replace with the following:</b>  Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$16,159,130.00 (“Total Contract Price”). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.  The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.			

**Contract History**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>CONTRACT EXPIRATION DATE</b>	<b>G &amp; G APPROVAL DATE</b>	<b>CONTRACT AMOUNT</b>
2011-070	Original Contract	December 31, 2016	June 22, 2011 Item #60	\$7,961,080.00
2011-070A	Amendment A	December 31, 2016	December 5, 2012 Item #32	\$1,684,564.00
2011-070B	Amendment B	December 31, 2016	December 20, 2013, Item #46	\$2,143,400.00
2011-070C	Amendment C	December 31, 2016	December 3, 2014, Item # 46	\$2,460,916.00
2011-070D	Amendment D	December 31, 2016	October 21, 2015, Item #31	\$ 659,170.00
2001-070E	Amendment E	December 31, 2017	Upon G&C Approval	\$1,250,000.00
	<b>CONTRACT TOTAL</b>			<b>\$16,159,130.00</b>

**DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

SymbioSys has certified that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SymbioSys will inform NH Employment Security of any changes in status regarding this statement.

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

*Remainder of page intentionally left blank.*

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



Arvind Ranade  
SymbioSys Solutions, Inc.

Date: 11/17/2016

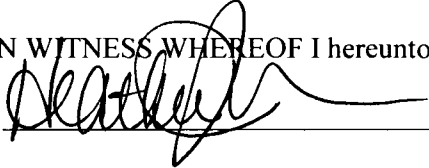
Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 17<sup>th</sup> day of November, 2016, before me, Arvind Ranade, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer 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 Chief Operations Officer.

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



Notary Public/Justice of the Peace

My Commission Expires:

**HEATHER M. JOHNSON, Notary Public**  
State of New Hampshire  
My Commission Expires November 12, 2019

(SEAL)

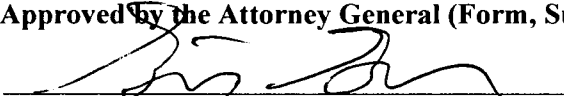
State of New Hampshire



George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 11/17/16

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



State of New Hampshire, Department of Justice

Date: 11/22/16



CERTIFICATE OF VOTE  
(Corporation Without Seal)

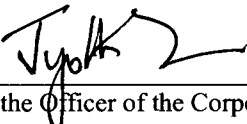
I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

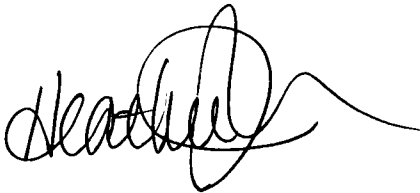
1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.,  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on November 11<sup>th</sup>, 2016:  
(Date)

**RESOLVED:** That this Corporation enter into Amendment E of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment E of NH NHUIS Modifications, Maintenance, and Support Contract 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)  
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17<sup>th</sup> day of November, 2016.
4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

  
(Signature of the Officer of the Corporation)



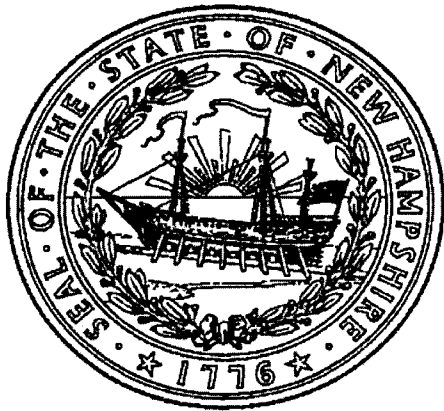
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SYMBIOSYS SOLUTIONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 08, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **416652**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of November A.D. 2016.

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

William M. Gardner  
Secretary of State





New Hampshire  
Employment  
Security

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

#31  
10/21/15

October 5, 2015

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

REQUESTED ACTION

To authorize New Hampshire Employment Security ("NHES") to enter into a sole source contract amendment with SymbioSys Solutions, Inc. (VC #170929) of Nashua, New Hampshire, increasing the contract amount by \$659,170, from \$14,249,960 to \$14,909,130 for modifications and improvements to the New Hampshire Unemployment Insurance System ("NHUIS"), from the date of Governor and Council approval through December 31, 2016.

The original contract was approved by the Governor and Council on June 22, 2011 as Item #60. There have since been three amendments to the contract, Amendments A, B and C, approved by Governor and Council on December 5, 2012 (Item #32), December 20, 2013 (Item #46), and December 3, 2014, (Item #46) respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2016 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2016</u>	<u>SFY 2017</u>
10 - 02700 - 80400000 - 038 - 509038	IT Software	\$250,490	\$408,680
Vendor Code: 170929 SymbioSys Solutions, Inc.			
RQ#: TBD			

EXPLANATION

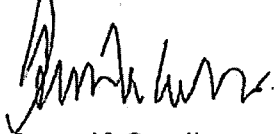
NHES is requesting approval of the attached sole source contract amendment (Amendment D) for additional NHUIS modifications and improvements. This is a sole source amendment to an originally competitively bid contract. Any vendor other than SymbioSys Solutions, Inc. would have a tremendous learning curve and the resulting lag time associated with bringing a new team on board would prevent NHES from making critical federal program and spending deadlines. Therefore, NHES believes it is in the best interest of the citizens of the State of New Hampshire to contract with SymbioSys Solutions, Inc. for system improvements and enhancements detailed below.

This contract amendment includes modifications funded and supported by the federal regulating agency, the United States Department of Labor ("USDOL"). NHES applied for and was awarded supplemental federal funds to support the anticipated modifications and improvements to our unemployment insurance benefit system.

The improvements to NHUIS will assist NHBS in implementing technical improvements, some of which are related to the Short-time compensation (STC) program module, also known as WorkShare. The technical improvements are intended to address existing deficiencies in NHUIS, to make the STC module more user-friendly for employers, and to make the module more efficient for our staff. We are also implementing automation enhancements necessary to carry out the new Reemployment Services and Eligibility Assessment (RESEA) program requirements, including implementation of enhanced selection criteria, modifying REA programming consistent with an updated profiling model, changing references from REA to RESEA, updating screens and scheduling letters, and improving documentation and reporting in accordance with new requirements. Finally, we received funding to implement enhanced data validation functionality to allow improved review and accuracy in multiple federal reports prior to their submission.

Attached is the approval letter from the Office of Information Technology (DoIT #2011-070D).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", is written over the typed name.

George N. Copadis  
Commissioner



**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](http://www.nh.gov/doit)

**Denis Goulet**  
*Commissioner*

October 6, 2015

George N. Copadis, Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
45 South Fruit Street  
Concord, NH 03301-4857

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc., Nashua, New Hampshire, for the New Hampshire Unemployment Insurance System (NHUIS) Modifications, and improvements as described below and referenced as DoIT No. 2011-070D.

This contract amendment with SymbioSys Solutions, Inc. is for additional modifications and improvements to the NHUIS System. The technical improvements are intended to address existing deficiencies in NHUIS, to make the STC module more user-friendly and more efficient for both employers and staffs. The contract amount will increase by \$659,170 from \$14,249,960 to \$14,909,130.00. The amendment will be effective upon Governor and Executive Council approval through December 31, 2016.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/mh  
DoIT 2011-070D



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

October 5, 2015

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

Dear Commissioner Goulet:

This letter represents a formal request from New Hampshire Employment Security (NHES) to enter into a contract amendment with SymbioSys Solutions, Inc., of Nashua, New Hampshire, for the New Hampshire Unemployment Insurance system (NHUIS) Modifications described below and referenced as DoIT No. 2011-070D. We ask for your approval from the Department of Information Technology (DoIT) as its Commissioner.

This contract amendment with SymbioSys Solutions, Inc. is required for modifications to the NHUIS System for technical improvements to the Short-time Compensation (STC) program module, also known as WorkShare. This work will address deficiencies in NHUIS and make the STC module more user-friendly for employers and more efficient for staff. Other improvements to NHUIS will include automation enhancements necessary to carry out the new FY2015 Reemployment Services and Eligibility Assessment (RESEA) program requirements, including implementation of enhanced selection criteria and improved documentation and reporting. Finally, additional federal grant funds were sought and are being applied to implement enhanced data validation functionality for multiple federal reports.

The not-to-exceed-contract amount will increase by \$659,170.00, from \$14,249,960.00 to \$14,909,130.00.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

George N. Copadis  
Commissioner, NHES

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS  
CONTRACT 2011-070  
CONTRACT AMENDMENT D**

WHEREAS, pursuant to an Agreement approved by Governor and Council on June 22, 2011, Item #60, based upon RFP #2011-070 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement, Part I, Section 17: Amendment, 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, said Agreement was modified by contract amendment (Contract Amendment A) dated November 7, 2012 and approved by Governor and Council on December 5, 2012 (Item #32) to provide modifications and improvements to the NH Unemployment Insurance System (NHUIS) and increase the amount of the contract by \$1,684,564.00 from \$7,961,080.00 to \$9,645,644.00;

WHEREAS, said Agreement was modified by contract amendment (Contract Amendment B) dated November 19, 2013, and approved by Governor and Council on December 20, 2013 (Item #46), to improve the functionality of NHUIS, extend maintenance services and increase the amount of the contract by \$2,143,400.00 from \$9,645,644.00 to \$11,789,044.00;

WHEREAS, said Agreement was further modified by contract amendment (Contract Amendment C) dated November 17, 2014, and approved by Governor and Council on December 3, 2014 (Item # 46), to add services for ongoing technical system maintenance, to create and implement enhanced overpayment and fraud prevention functionality, to boost data integrity and to enable on-line forms for employees and employers, and increase the amount of the contract by \$2,460,916.00 from \$11,789,044.00 to \$14,249,960.00;

WHEREAS, the Department has received funding from the US Department of Labor for several technical improvements, some of which relate to the Short-time Compensation (STC) program module, otherwise known as WorkShare. The improvements will address deficiencies in NHUIS and make the STC module more user-friendly for employers and more efficient for staff. Additional technical improvements will include automation enhancements related to implementation of RESEA, including enhanced selection criteria and improved documentation and reporting. Finally, additional funds will be used to implement enhanced data validation functionality for multiple federal reports.

WHEREAS, the Vendor desires to provide the requested technical services and the Parties seek to clarify and amend the Agreement.

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:

Initial all pages  
Vendor Initials HR



Table 1

<p>Contract #2011-070 Amendment (Form # 300)</p>	<p>AMENDED TABLE</p>			
<p>Section 1.8 Pricing</p>	<p>The Agreement is hereby amended as follows:  Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation by \$659,170.00 from \$14,249,960.00 to \$14,909,130.00.</p>			
<p>Contract #2011-070 Statement of Work Section Number</p>	<p>AMENDED TABLE</p>			
<p>Exhibit A; Section I. Deliverables, Milestones and Activities Schedule</p>	<p>Add the following to the Deliverables Table in Section 1. "Deliverables, Milestones, and Activities Schedule" as further described in Attachment #1 hereto:</p>			
	<p>Ref #</p> <p>72.</p>	<p>Activity/Deliverable and Milestones</p> <ul style="list-style-type: none"> <li>• Automate alerts for staff when employers report that claimant did not work all hours expected and/or pick a reason for reduced hours for the week.</li> <li>• Streamline ability to edit reported earnings from a non-WorkShare employer.</li> <li>• Create fields on the WorkShare Continuing Claim Form (CCF) for an employer to report if an individual is no longer employed and why (quit, fired, suspended, LOA).</li> <li>• Create fields on the CCF for an employer to report holiday pay.</li> <li>• Add a statement and confirmation requirement for employers that the CCF is true and accurate to the best of their knowledge and belief.</li> </ul>	<p>Delivery Type</p> <p>Software</p>	<p>Projected Delivery Date</p> <p>12/31/2015</p>

		<ul style="list-style-type: none"> <li>• Review existing workflow queue and method of assignment for tracking.</li> <li>• Create automated reports for items now being tracked manually, including gross amounts of benefits paid per WorkShare employee in a given time period, CCF's filed per employee per plan in a given time period, number of plans filed per employer in a given time period, and plan results per given time period.</li> </ul>		
	73.	<ul style="list-style-type: none"> <li>• Change references in NHUIS from REA to RESEA.</li> <li>• Enhance the selection criteria to the top 30% most likely to exhaust.</li> <li>• Add selection of new UCX claimants.</li> <li>• Remove the control group requirement.</li> <li>• Add selection of veterans filing for benefits (POS).</li> <li>• Add a quarterly data validation report to improve reporting.</li> <li>• Modify REA programming consistent with updated profiling model.</li> <li>• Update scheduling screens and scheduling letters.</li> <li>• Address required RESEA updates to 9128 and 9129 reporting.</li> </ul>	Software	12/31/2015
	74.	<ul style="list-style-type: none"> <li>• Dissect population and supporting reports to trace data path and ensure compliance with ETA Handbook 401.</li> <li>• Create interactive interface to allow users to view detailed reference data for counts within cells in federal reports.</li> <li>• Create functionality to allow reports to be run weekly and</li> </ul>	Software	11/29/2016

		all reference data to be reviewed for accuracy prior to official report run(s) to eliminate anomalies.		
<b>Exhibit B Section #1.1</b>	<b>Add the following to the Deliverables Table in Section 1.1 ("Firm Fixed Price: Table 2")</b>			
Firm Fixed Price – Deliverables Table				
	<b>Ref</b>	<b>Activity, Deliverable, and Milestone</b>	<b>Due Date</b>	<b>Price/Payment</b>
	72.	Automate alerts regarding hours worked, streamline editing capacity with respect to earnings, create new fields on CCF for employee separation and to report certain pay, add confirmation requirement for employers with respect to accuracy of the CCF, and create automated reports for items being tracked manually.	12/31/2015	\$150,490.00
	73.	Design and implement changes in NHUIS to address program changes, modify programming to address enhanced RESEA selection criteria, update scheduling functions and create a new Quarterly Data Validation report to improve overall reporting.	12/31/2015	\$100,000.00
	74.	Design and implement changes in NHUIS programming to enhance data validation functionality in connection with USDOL reporting requirements.	11/29/2016	\$408,680.00
	Changes in payment amounts for the Enhancements in this amendment will be based on the schedule in Table 2 herein.			
<b>Exhibit B Section #2 Total Contract Price</b>	<b>Delete Section 2 ("Total Contract Price") and replace with the following:</b>			
	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$14,909,130.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.			
	The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.			

**Contract History**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2011-070	Original Contract	December 31, 2016	June 22, 2011 Item #60	\$7,961,080.00
2011-070A	Amendment A	December 31, 2016	December 5, 2012 Item #32	\$1,684,564.00
2011-070B	Amendment B	December 31, 2016	December 20, 2013, Item #46	\$2,143,400.00
2011-070C	Amendment C	December 31, 2016	December 3, 2014, Item # 46	\$2,460,916.00
2011-070D	Amendment D	December 31, 2016	Upon G & C Approval	\$ 659,170.00
<b>CONTRACT TOTAL</b>				<b>\$14,909,130.00</b>


**DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

SymbioSys has certified that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SymbioSys will inform NH Employment Security of any changes in status regarding this statement.

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

*Remainder of page intentionally left blank.*

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

  
\_\_\_\_\_  
Arvind Ranade  
SymbioSys Solutions, Inc.

Date: 10/02/2015

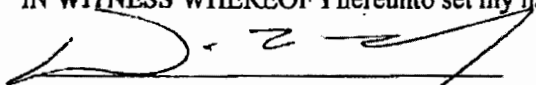
Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 2d day of October, 2015, before me, DALTER L. MARONE  
the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer 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 Chief Operations Officer.

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

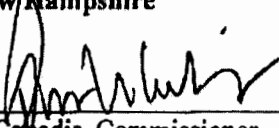
  
\_\_\_\_\_

Notary Public/~~Justice of the Peace~~

My Commission Expires: 3/16/2016

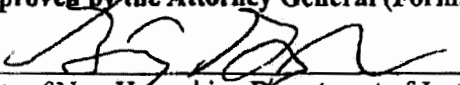
(SEAL)

State of New Hampshire

  
\_\_\_\_\_  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 9/29/15

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

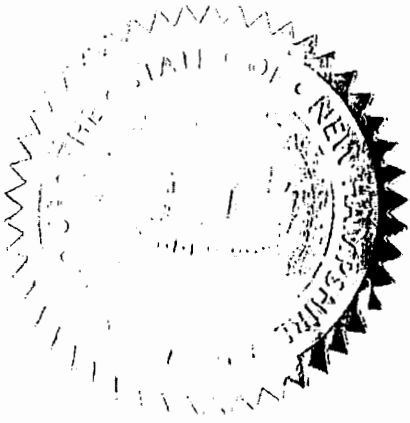
Date: 10/7/15

Initial all pages  
Vendor Initials AR

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 SYMBIOSYS SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 8, 2002. I further certify that all fees required by the Secretary of State's office have been paid and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of October, A.D. 2015

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporation Without Seal)

I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.,  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on September 30<sup>th</sup>, 2015:  
(Date)

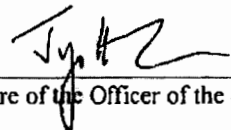
**RESOLVED:** That this Corporation enter into Amendment D of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment D of NH NHUIS Modifications, Maintenance, and Support Contract 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 2<sup>nd</sup> day of October, 2015.
4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

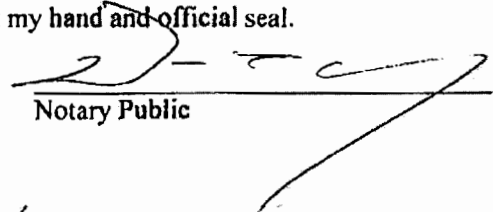
IN WITNESS WHEREOF, I have hereunto set my hand as the Officer/President of the Corporation this \_\_\_ day of October 2015

  
(Signature of the Officer of the Corporation)

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On this 2<sup>nd</sup> day of October, 2015, before me, Walter Maroney, the undersigned Officer Jyothi Shanker, personally appeared, who acknowledged herself to be the Officer/President of SYMBIOSYS SOLUTIONS, INC., a Corporation, and that he/she, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

  
Notary Public

Commission Expiration Date: 3/16/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2015

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).

<b>PRODUCER</b> Foy Insurance Group - Nashua 350 Main St  Nashua NH 03060		<b>CONTACT NAME:</b> Donna Peirce <b>PHONE (A/C No. Ext):</b> (603) 883-1587 <b>FAX (A/C. No.):</b> (603) 883-0997 <b>E-MAIL ADDRESS:</b> donna.peirce@foyinsurance.com	
<b>INSURED</b> SYMBIOSYS SOLUTIONS, INC. 46 S MAIN ST  CONCORD NH 03301		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Casualty Insurance Co	<b>NAIC #</b> 29424
		<b>INSURER B:</b> Green Mountain Ins Co	20680
		<b>INSURER C:</b> Twin City Fire Ins Co	29459
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL1592949131 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		04SBAPK9402	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		20003448	12/11/2014	12/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	3A State: New Hampshire Excl: Arvind Ranade & Jyothi Shanker 04WECKJ0881	11/1/2015	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	A Professional Liability (Technology E & O)		04SBAPK9402	11/1/2015	11/1/2016	Occurrence limit 1,000,000 Aggregate limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Operations usual & customary for Computer Programmer & Software Design. Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire, Department of Employment Security  
Attn: Karen A Levchuk, Esq., Counsel  
45 South Fruit Street  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Donna R Peirce





**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



#44  
12/3/14

November 17, 2014

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

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

REQUESTED ACTION

To authorize New Hampshire Employment Security ("NHES") to enter into a sole source contract amendment with SymbioSys Solutions, Inc. (VC #170929) of Nashua, New Hampshire, increasing the contract amount by \$2,460,916.00 from \$11,789,044.00 to \$14,249,960.00 for modifications and improvements to the New Hampshire Unemployment Insurance System ("NHUIS"), from the date of Governor and Council approval through December 31, 2016.

The original contract was approved by the Governor and Council on June 22, 2011 as Item #60. There have since been two amendments to the contract, Amendments A and B, approved by Governor and Council on December 5, 2012 (Item #32) and December 20, 2013 (Item #46), respectively.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2015 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

				DEPT OF EMPLOYMENT SECURITY	FY 2015	FY 2016	FY 2017
02 - 27 - 27 - 270010							
10 - 02700 - 80400000 - 030 - 500312	Computer Software, Major	\$	450,860				
10 - 02700 - 80410000 - 030 - 500312	Computer Software, Major	\$	305,000				
10 - 02700 - 80400000 - 038 - 509038	Technology, Software			\$	1,030,028	\$	675,028

Vendor Code: 170929 SymbioSys Solutions, Inc.

RQ #: TBD

EXPLANATION

NHES is requesting approval of the attached sole source contract amendment (Amendment C) for additional NHUIS modifications and improvements. This contract amendment includes modifications funded and supported by the federal regulating agency, the United States Department of Labor ("USDOL"). NHES applied for and was awarded supplemental federal funds to support the anticipated modifications and improvements to our unemployment insurance benefit system.

The improvements to NHUIS will assist NHES in implementing new approaches to preventing and reducing overpayments through enhanced use of cross-match data. The changes will provide a system for flagging claimants with potential issues and following up with alerts and reports. These new measures will allow us to more quickly identify potential fraud and communicate more rapidly with claimants regarding case issues. Within the scope of work, NHES will also expand cross-matches, such as its State Directories of New Hire (SDNH) cross-match, and use system flags to proactively identify and prevent potential multi-claimant fraud schemes.

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nhes.nh.gov

In addition, NHES has received grant funds to perform a review of key communication exchanges with the UI-Interstate Connection Network (UI-ICON) to ensure the integrity of data being sent to other states and ensure the best use of data NHES is receiving from other states. NHES will establish an agent claim file in NHUIS to aid in fraud detection by including data received in the claim flagging strategy. This scope will also include implementation of the Interstate Benefits quarterly cross-match to improve our participation in this important exchange of information with other states.

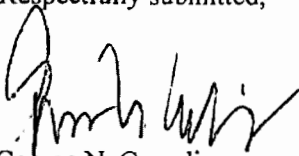
NHES is also seeking to expand the capacity of NHUIS to allow employers to respond on-line to all agency requests for information. On-line forms to be enabled include the Request for Wage Information; Request for Qualifying Wages; Request for Concurrency Information and Cross-match Request for Wage Information forms. Expanding the on-line capacity of the NHUIS system will allow for more timely communication with employers, reduction of overpayments, and more timely first payments to claimants.

We will also work with the vendor to enhance our federal reporting and rectify reporting discrepancies, including tracking issues that form the basis for benefit disqualifications in the system.

Finally, the amendment adds needed funds for the support and maintenance of NHUIS during the remaining term of the contract.

Attached is the approval letter from the Office of Information Technology (DoIT #2011-070C.)

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", written over a light blue horizontal line.

George N. Copadis  
Commissioner



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

Steven J. Kelleher  
Acting Commissioner

November 17, 2014

George N. Copadis, Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
32 South Main St.  
Concord, NH 03301-4857

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc., Nashua, New Hampshire, for the New Hampshire Unemployment Insurance System (NHUIS) Modifications, Maintenance, Support and Knowledge Transfer described below and referenced as DoIT No. 2011-070C.

This contract amendment with SymbioSys Solutions, Inc. is for required modifications to the NHUIS System to prevent and reduce overpayments by enhancing the use of cross-match data, as well as, to implement measures to more quickly identify potential fraud and to communicate more rapidly with claimants regarding case issues. NHUIS capacity will be expanded allowing employers to respond to all requests for information on-line, thus enhancing timely processing of benefit payments. Further enhancements include the expansion of cross-matches, such as its SDNH cross-match, the use of system flags to proactively identify and prevent potential multi-claimant fraud schemes, and the addition of an agent claim file to aid in fraud detection by including data received in the claim flagging strategy. Finally, NHES will perform a review of key communication exchanges with the UI-Interstate Connection Network (UI-ICON) to ensure the integrity of data being sent to other states and ensure the best use of data NHES is receiving from other states.

The not-to-exceed-contract amount will increase by \$2,460,916.00, from \$11,789,044.00 to \$14,249,960.00. The term of the contract will remain through December 12, 2016.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

Steven J. Kelleher

SJC/ltn  
DoIT 2011-070C

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C**

WHEREAS, pursuant to an Agreement approved by Governor and Council, based upon RFP #2011-070, on June 22, 2011, Item #60 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, pursuant to the Agreement Part I, Section 17: Amendment, 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, said Agreement was modified by contract amendment (Contract Amendment A) dated November 7, 2012 and approved by Governor and Council on December 5, 2012 (Item #32) to make modifications and improvements to the NH Unemployment Insurance System and increasing the amount of the contract by \$1,684,564.00 from \$7,961,080.00 to \$9,645,644.00.

WHEREAS, said Agreement was further modified by contract amendment (Contract Amendment B) dated November 19, 2013, and approved by Governor and Council on December 20, 2013 (Item #46), to improve the functionality of NHUIS, extend maintenance services and increase the amount of the contract by \$2,143,400.00 from \$9,645,644.00 to \$11,789,044.00.

WHEREAS, the Department seeks additional SymbioSys services for the provision of ongoing technical system maintenance;

WHEREAS, the Department has received additional directives and funding from federal regulating agencies (US Department of Labor) for enhanced overpayment and fraud prevention, data integrity, enabling on-line forms, and automation changes and the Department and SymbioSys have agreed to make modifications to the computerized New Hampshire Unemployment Insurance System ("NHUIS") system in accordance with the revised schedule below.

WHEREAS, the Vendor desires to provide the requested technical services;

WHEREAS, the Department and the Vendor seek to clarify and amend the Agreement.

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:

**Table 1**

Section 1.8 Pricing	<p>The Agreement is hereby amended as follows:</p> <p>Amend Section 1.8 of the Agreement (Page J) as previously amended by increasing the Price Limitation by \$ 2,460,916.00 from \$11,789,044.00 to \$14,249,960.00.</p>
Exhibit A; Section 1. Deliverables, Milestones, and Activities Schedule	<p>Add the following to the Deliverables Table in Section 1. Deliverables, Milestones, and Activities Schedule (as further described in Attachment #1 hereto):</p> <hr/>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C

RFQ #	Scope, Deliverables, and Milestones	Deliverables	Proposed Delivery Date
68.	<ul style="list-style-type: none"> <li>• Implement new approaches to preventing and reducing overpayments by enhancing use of cross-match data.</li> <li>• Implement measures that will result in quicker identification of potential fraud situations and quicker communication with claimants regarding issues.</li> <li>• Identify claimants via cross-matches, preliminary predictive modeling and/or State Federal fraud scheme information.</li> <li>• Flag claimants and require them to speak with an NHES representative when filing a continued claim.</li> <li>• Create a system of follow through for flagged items, including alerts and reports that are managed by staff.</li> <li>• Expand cross-matches, such as SDNH and prisons, and utilize flag method to proactively identify and prevent potential multi-claimant fraud schemes.</li> </ul>	Software	9/30/16
69.	<ul style="list-style-type: none"> <li>▪ Perform a review of key communication exchanges with the UI-Interstate Connection Network (UI-ICON) to ensure the integrity of data being sent to other states and ensure the best use of data being received from other states.</li> <li>▪ Address current reject rate for LADT (Liable/Agent Data Transfer) outgoing files.</li> <li>▪ Establish agent claim file in NHUIS to aid in fraud detection by including data received in the claim flagging strategy.</li> <li>• Implement the Interstate Benefits quarterly cross-match in order to enhance our ability to provide data to other states and improve our participation in the cross-match.</li> </ul>	Software	6/14/15
70.	<ul style="list-style-type: none"> <li>▪ Expand NHUIS capacity to allow employers to respond on-line to all requests for information and earnings to enhance timely processing and payment of benefits.</li> <li>• Enable specific on-line forms, including Request for Wage Information; Request for Qualifying Wages; Request for Concurrency Information and Cross-match Request for Wage Information to allow for more timely communication, overpayments reduction and/or more timely first payments</li> </ul>	Software	11/14/15

Initial all pages  
Vendor Initials HR

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C

	<p>To maintain compliance with the federal funding authority, Deliverables #68, 69, and 70 must be completed, and accepted by the State, and paid for by September 30, 2016.</p>																					
	<table border="1"> <thead> <tr> <th>Req. #</th> <th>Description of Deliverable and Milestones</th> <th>Deliverable Due Date</th> <th>Original Budget</th> </tr> </thead> <tbody> <tr> <td>71.</td> <td> <ul style="list-style-type: none"> <li>Enhance the federal 9128 and 9129 reporting so as to count the number of claimants whose "hire date" falls in the immediately preceding quarter.</li> <li>Modify the Reemployment Eligibility Assessment ("REA") programming in anticipation of upcoming changes in the profiling model.</li> <li>Revisit and rectify ETA 9128 and 9129 discrepancies, including tracking of the counting and issues that form the basis for disqualifications in the system.</li> </ul> </td> <td>Software</td> <td>9/30/16</td> </tr> </tbody> </table>	Req. #	Description of Deliverable and Milestones	Deliverable Due Date	Original Budget	71.	<ul style="list-style-type: none"> <li>Enhance the federal 9128 and 9129 reporting so as to count the number of claimants whose "hire date" falls in the immediately preceding quarter.</li> <li>Modify the Reemployment Eligibility Assessment ("REA") programming in anticipation of upcoming changes in the profiling model.</li> <li>Revisit and rectify ETA 9128 and 9129 discrepancies, including tracking of the counting and issues that form the basis for disqualifications in the system.</li> </ul>	Software	9/30/16													
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<p>Exhibit B Section #1.1 Firm Fixed Price – Deliverables Table</p>	<p>Add the following to the Deliverables Table in Section 1.1 Firm Fixed Price: Table 2</p> <table border="1"> <thead> <tr> <th>Req. #</th> <th>Description of Deliverable and Milestones</th> <th>Del. Due</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>68.</td> <td>Implement more proactive approaches to preventing and reducing overpayments by enhancing use of cross-match data.</td> <td>9/30/16</td> <td>\$740,056.00</td> </tr> <tr> <td>69.</td> <td>Perform review of communication exchanges and address data integrity issues.</td> <td>6/14/15</td> <td>\$179,470.00</td> </tr> <tr> <td>70.</td> <td>Expand NHUIS capacity to provide on-line functionality for employers.</td> <td>9/15/15</td> <td>\$271,390.00</td> </tr> <tr> <td>71.</td> <td>Enhance reporting functions and correct discrepancies.</td> <td>9/30/16</td> <td>\$ 50,000.00</td> </tr> </tbody> </table> <p>Changes in payment amounts for the Enhancements in this amendment will be based on the schedule in Table 2 herein</p>	Req. #	Description of Deliverable and Milestones	Del. Due	Price	68.	Implement more proactive approaches to preventing and reducing overpayments by enhancing use of cross-match data.	9/30/16	\$740,056.00	69.	Perform review of communication exchanges and address data integrity issues.	6/14/15	\$179,470.00	70.	Expand NHUIS capacity to provide on-line functionality for employers.	9/15/15	\$271,390.00	71.	Enhance reporting functions and correct discrepancies.	9/30/16	\$ 50,000.00	
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<p>Exhibit B Section #1.1 Firm Fixed Price - Additional Annual Maintenance Table</p>	<p>Replace the table for Additional Annual Maintenance with the following: Table 3</p> <table border="1"> <tbody> <tr> <td>On-Going Maintenance -Year 4</td> <td>1/1/2015- 12/31/2015</td> <td>\$1,250,000.</td> </tr> <tr> <td>On-Going Maintenance -Year 5</td> <td>1/1/2016- 12/31/2016</td> <td>\$1,250,000.</td> </tr> </tbody> </table> <p>Changes in payment amounts for the Maintenance in this Contract will be based on the schedule in Table 3 herein</p>	On-Going Maintenance -Year 4	1/1/2015- 12/31/2015	\$1,250,000.	On-Going Maintenance -Year 5	1/1/2016- 12/31/2016	\$1,250,000.															
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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C

<b>Exhibit B</b> <b>Section #2 Total</b> <b>Contract Price</b>	<p><b>Delete Section 2. Total Contract Price and replace with the following:</b></p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$14,249,960.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.</p> <p>The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>
--	--

**Contract History**

2011-070	Original Contract	December 31, 2016	June 22, 2011, Item #60	\$ 7,961,080.00
2011-070A	Amendment A	December 31, 2016	December 5, 2012 Item #32	\$ 1,684,564.00
2011-070B	Amendment B	December 31, 2016	December 20, 2013 Item # 46	\$ 2,143,400.00
2011-070C	Amendment C	December 31, 2016	Upon G & C Approval	\$ 2,460,916.00

**DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

SymbioSys certifies that primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SymbioSys will inform NH Employment Security of any changes in status regarding this statement."

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.

*Remainder of page intentionally left blank.*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C

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

  
\_\_\_\_\_  
Arvind Ranade  
SymbioSys Solutions, Inc.

Date: 11/17/2014

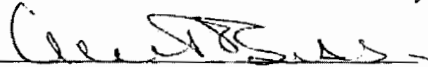
Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 17<sup>th</sup> day of November, 2014, before me, Arvind T. Ranade, the undersigned Officer Arvind Ranade, personally appeared and acknowledged her/himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that she/he, as such Chief Operations Officer 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 Chief Operations Officer.

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

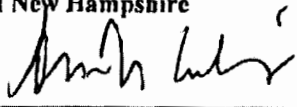
  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

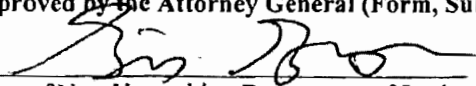
**ALICE P. BISSON**  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016

State of New Hampshire

  
\_\_\_\_\_  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 11/18/14

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 11/18/14



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT C

ATTACHMENT #1

Supplemental Project Description for Deliverable #'s 68, 69 and 70

**DELIVERABLE #68**

Name of Project
<b>Additional Strategy Requirement – State-Defined Improper Payment Prevention Strategy – Fraud, including Strategy to Flag Continued Claims based on NDNH Crossmatch Hits</b>
Amount of Funding Requested for this Project
\$740,056.00

Project Description
<p><b>Additional Strategy Requirement – State-Defined Improper Payment Prevention Strategy – Fraud, including Strategy to Flag Continued Claims based on NDNH Crossmatch Hits</b></p> <p>The purpose of this request is to enable New Hampshire to implement more proactive approaches to preventing and reducing overpayments by enhancing the use of cross-match data and more aggressively target the root cause of New Hampshire's improper payments, specifically benefit year earnings. Implement additional approaches that will result in quicker identification of potential fraud situations and quicker communication with the involved claimant(s) that will positively impact other causes of improper payments, including ability and availability to work, and separation.</p> <p>Claimants will be identified via various crossmatches, preliminary predictive modeling and/or State/Federal fraud scheme information. They will be flagged such that they must speak to a department representative when they file a continued claim, are generated specific messages and/or documents regarding the flag, and/or be part of alerts and reports that are managed by staff. This immediate attention approach has been used successfully in other States and began in New Jersey regarding NDNH data, where an innovation award was won. New Hampshire intends to also expand to other crossmatches, such as SDNH and prisons, and utilize this claim flag method to proactively identify potential multi-claimant fraud schemes.</p>
Project Timeline
<p>The timeline presented does not start until October 2015 because of prior commitments to significant projects funded by previous SBR awards. It will likely be possible to implement parts of this project, namely flagging the claim based on NDNH hit, sooner than 9/30/2016.</p>

Requirements (10 weeks)  
 Review & Approval of Requirements (1 week)  
 Design (6 weeks)  
 Development & Unit Testing (20 weeks)  
 System Integration & User Acceptance Testing (10 weeks)  
 Production Preparation and Rollout (2 weeks)

10/4/2015 – 12/18/2015 \*\*  
 12/19/2015 – 1/9/2016\*\*  
 1/10/2016 – 2/20/2016  
 2/21/2016 – 7/9/2016  
 7/10/2016 – 9/17/2016  
 9/18/2016 – 9/30/2016

\*\*not including holiday w/e 11/28/2015, 12/26/2015 & 1/2/2016

Team	Rate	Hours	Total
Project Manager	576.00	\$ 160.00	\$ 92,160.00
Business Analyst/SME	940.00	\$ 138.00	\$ 129,720.00
Team Leads	1,776.00	\$ 108.00	\$ 191,808.00
Developers	2,456.00	\$ 93.00	\$ 228,408.00
Quality Assurance/Testers	920.00	\$ 83.00	\$ 76,360.00
Project Coordinator	480.00	\$ 45.00	\$ 21,600.00
<b>TOTAL</b>	<b>7,148.00</b>		<b>\$ 740,056.00</b>
N/A			

Although New Hampshire has one of the lowest improper payment rates in the country, it strives to continuously improve its Unemployment Insurance Program to ensure that eligible individuals receive unemployment compensation in a timely manner, and that each claimant receives the proper amount due to them. Per BAM program results as posted to DOL.gov, the estimated improper payment rate for New Hampshire was 1.85%. Results from the Benefit Accuracy Measurement (BAM) Program reveal that claimant's bore total or partial responsibility for 80.64% of these improper payments. New Hampshire Employment Security (NHES) intends to strategically target much of its prevention and reduction effort, therefore, toward claimants.

New Hampshire's strategy will be to implement a flag upon a crossmatch hit indicating potential fraud such that if the claimant attempts to file a continued claim via the IVR (phone system) during normal business hours, the call will be immediately rerouted to the BPC Unit. The flag would also cause notification to be displayed and/or sent to the claimant filing a continued claim via IVR during non-business hours, or via the NHUIS (New Hampshire's benefit payment system) internet application, that they must contact the BPC Unit within a specified time period to answer questions before payment could be released. Flagged hits would include not only NDNH but also SDNH, State Employees, Benefit/Wage, Interstate and Prison crossmatches. Design would be configurable to be able to manage workload. Design would include appropriate staff alerts and reports.

New Hampshire also intends to implement the ability to automatically and/or manually flag a specific claimant, residence or mailing address and/or IP address for action if/when a new or continued claim is filed in the future. Examples: repeat fraud offenders, former department employees, addresses or names previously identified in a multi-state fraud scheme. Design would be configurable to accommodate different circumstances and actions, such as rerouting claim to BPC Unit, generating alert or report for follow-up, generating letter to claimant and/or employer, or changing the required method of filing. New Hampshire law allows the department to mandate in-person filing, and this option could be used for unresponsive individuals. Varying degrees of risk would be associated to the flag depending on what generated the flag, which would correlate to the appropriate resulting action.

It is expected that some preliminary predictive modeling can be implemented to establish preliminary fraud risk profiles by analysis and ranking of fraud risks (high/medium/low) against anti-fraud controls.

"Payment when due" may require release of payment under certain circumstances, even though the claim is flagged. A method to automate release or reinstatement of payment when specific conditions are met would also be implemented.

NH Employment Security is dedicated to continuous process improvement of business and system processes, and utilizing technology to make improvements. The changes implemented as part of this project are expected to reduce improper payments and protect the Trust Fund.

Per BAM data, fifty-five point eighty-one percent (55.81%) of the improper payments in New Hampshire are attributed to benefit year earnings, twelve point thirty-three percent (12.33%) to able and available issues and nine point seventy-two percent (9.72%) to separation issues, totaling seventy-seven point eight-six percent (77.86%) of all improper payments. These areas will each be impacted with the implementation of this strategy.

Based on the overall activity tracked by the BPC Unit, a total of 2234 cases were worked in calendar year 2013. Of those cases, 585 or 26.2% were fraud, establishing \$1,646,469 in overpayments, 857 or 38.4% were non-fraud establishing \$360,066 in overpayments, and the remaining were closed without an overpayment. Fraud cases average 20 weeks and non-fraud 3.5 weeks of overpaid benefits.

<b>Item</b>	<b>Fraud</b>	<b>Non-Fraud</b>
Cases Completed 2013	585	857
Average Weeks per Case	20	3.5
Total Weeks (# x avg)	11700	3000
OP Established	\$1,646,469	\$360,066
Avg OP per Week	\$140.72	\$120.02
Reduce average 1 week	\$82,321.20	\$102,857.14

By reducing the average duration of fraud by 3 weeks, which is likely a conservative estimate, and the average duration of non-fraud by 1 week, the savings over a one-year period would be \$349,820.74.

The total estimated improper payments per BAM data for New Hampshire were \$1,788,230. Reducing improper payments by \$349,820.74 would result in a 19.6% reduction to that total.

Additional savings will no doubt be realized by preventing fraud by use of the predictive analytics and proactive claim flagging, before any payments are even made. The cost of the new functionality and improvements being made with this award would be balanced in approximately two years.



Project Milestones	
Requirements (3 weeks)	1/11/2015 – 1/31/2015
Review & Approval of Requirements (2 weeks)	2/1/2015 – 2/14/2015
Design (3 weeks)	2/15/2015 – 3/7/2015
Development & Unit Testing (8 weeks)	3/8/2015 – 5/2/2015
Test preparation with Xerox (1 week)	5/3/2015 – 5/9/2015
System Integration & User Acceptance Testing (4 weeks)	5/10/2015 – 6/6/2015
Production Preparation and Rollout (1 week)	6/8/2015 – 6/14/2015

Departmental Allocation			
<p>Departmental Allocation Summary</p> <p>The following table provides a summary of the departmental allocation for the project. The total allocation is \$179,470.00, which is distributed across various roles and departments. The allocation is based on the project's requirements and the estimated effort required for each role.</p>			
Role	Hours	Rate	Total
Project Manager	226.00	\$ 160.00	\$ 36,160.00
Business Analyst/SME	216.00	\$ 138.00	\$ 29,808.00
Team Leads	406.00	\$ 108.00	\$ 43,848.00
Developers	400.00	\$ 93.00	\$ 37,200.00
Quality Assurance/Testers	288.00	\$ 83.00	\$ 23,904.00
Project Coordinator	190.00	\$ 45.00	\$ 8,550.00
<b>TOTAL</b>	<b>1,726.00</b>		<b>179,470.00</b>
Departmental Allocation Summary			
N/A			

## Strategic Design

New Hampshire intends to validate all 63 data elements of the LADT file to ensure accuracy and completeness of information being transmitted. All 8 outgoing files will be validated and corrections made as identified. New Hampshire will also be utilizing the incoming LADT files from other states to create an agent claim file in NHUIS (NH's benefit payment system). This will improve the integrity of the program and assist in prompt identification of individuals with open claims in other states.

The weekly LADT file contains the most recent claim data, including whether an individual has filed a continued claim. This file will be used to crossmatch against New Hampshire overpayments, transmitted through UI-ICON via the SCO (State Claim & Overpayment) file. This crossmatch will quickly identify open claims in other states where claimants are actively filing and therefore the likelihood of offsetting benefits is highest.

Reinstating the Interstate Benefits Quarterly Crossmatch responses to other states will provide them with valuable information to reduce overpayments in their state.

## Business and Financial Impact of the Proposed Solution

By ensuring that data being sent via the LADT file is accurate, New Hampshire expects to come as close as technologically possible to eliminating its 1.25% reject rate. By utilizing the LADT weekly file for overpayment activity crossmatch, New Hampshire should be able to increase collection from out-of-state claimants, though that is somewhat dependent upon responses from other states when New Hampshire sends a request to offset.

By reactivating the Interstate Benefit Quarterly Crossmatch, New Hampshire will add another weapon to its arsenal against benefit fraud, and respond in a timely manner to other state requests for information.

New Hampshire will no longer be included on reports of delinquent states in these two (2) targeted areas.



**DELIVERABLE #70**

State of Project
Optional Strategy #2 – Employer Wage & Earnings Data Processing
Amount of Funding Requested (in Millions)
\$271,390

## **Optional Strategy #2 – Employer Wage & Earnings Data Processing**

The purpose of this request is to expand NHUIS (NH benefit payment system) capacity to allow employers to respond to requests for information regarding wages and earnings as applicable to the timely processing and payment of benefits.

Numerous documents and requests for information are generated from New Hampshire's benefit payment system. The Notice of Claim and Request for Information (Fact-finding) documents are generated either on paper or electronically, based on the employer's preference. Regardless of how generated, the employer can respond to these documents on-line through their Employer Main Menu. The responses are immediately viewable to staff and, depending on the responses, go directly into the database and produce results, such as generating new eligibility issues for adjudication.

Other documents are generated from NHUIS that the employer must currently return by mail or fax. This process can delay processing and is less convenient for the employer than being able to respond on-line. With additional monies, New Hampshire can enable additional forms to be responded to on-line, allowing for more timely communication as well as the reduction of overpayments and/or untimely first payment that might be caused by missing information. Forms to be considered for this project include:

Crossmatch Request for Wage Information – NDNH, SDNH or other crossmatch has resulted in a "hit" that must be investigated. The employer is requested to supply wages for specific weeks.

Request for Wage Information – claimant has listed an employer in their work history for which there are no wages or missing quarterly wages corresponding to the dates of employment supplied. The employer is requested to supply wages for the missing quarters.

Request for Qualifying Wages – claimant has outstanding disqualification that requires five (5) weeks of requalifying wages to be earned. The employer is requested to supply the most recent five (5) weeks of wages that exceed the claimant's WBA plus 20%.

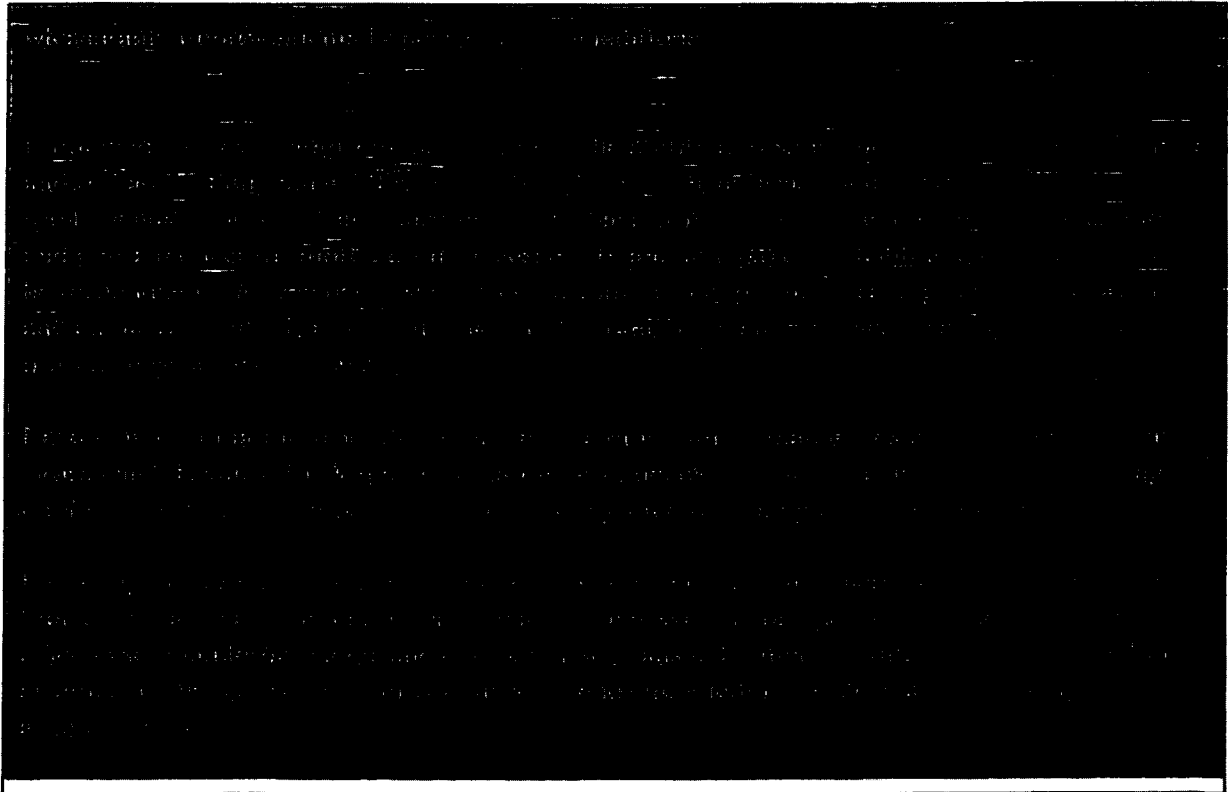
Request for Concurrency Information – claimant has been laid off from one job while still working another. The employer is requested to supply the most recent five (5) weeks of wages and hours worked to determine whether they are continuing to provide the same amount of hours. This impacts the benefit charging determination.

Project Timeline	
Requirements (6 weeks)	5/3/2015 – 6/13/2015
Requirements Review & Approval (2 weeks)	6/14/2015 – 6/27/2015
Design (3 weeks)	6/28/2015 – 7/18/2015
Development & Unit Testing (12 weeks)	7/19/2015 – 10/10/2015
System Integration & User Acceptance Testing (4 weeks)	10/11/2015 – 11/17/2015
Production Preparation and Rollout (1 weeks)	11/8/2015 – 11/14/2015

*[This section contains faint, illegible text, likely a project description or summary.]*

Resource	Rate	Hours	Total
Project Manager	314.00	\$ 160.00	\$ 50,240.00
Business Analyst/SME	424.00	\$ 138.00	\$ 58,512.00
Team Leads	650.00	\$ 108.00	\$ 70,200.00
Developers	554.00	\$ 93.00	\$ 51,522.00
Quality Assurance/Testers	352.00	\$ 83.00	\$ 29,216.00
Project Coordinator	260.00	\$ 45.00	\$ 11,700.00
<b>TOTAL</b>	<b>2,554.00</b>		<b>271,390.00</b>
N/A			

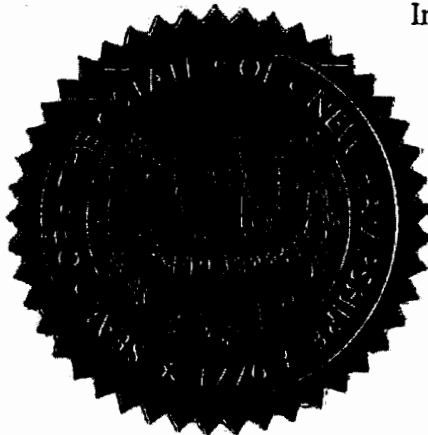
Other Costs		
Item	Cost	Legislation
N/A		
Strategic Design		
<p>The most challenging aspect of collecting earnings information is ensuring that the earnings reported follows the Sunday through Saturday time period to match the week that the claimant has filed for benefits. Payroll periods, shift differentials, Saturday PM to Sunday AM shifts, overtime, commissions and salary versus hourly methods of payment can create challenges to accurate reporting.</p> <p>New Hampshire would like to design a robust on-line method for employers to report earnings, such that their specific company and/or claimant payroll criteria can be entered and saved, and our system will calculate the Sunday to Saturday earnings based on the information provided for a given week(s).</p> <p>This project will include form re-design, creating new programs and screens for response, and integration between NHUIS and the InvestiCase BPC Case Management System.</p>		



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 SYMBIOSYS SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 8, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of November, A.D. 2014

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporation Without Seal)

I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

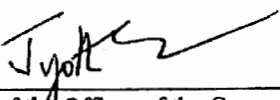
1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.,  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on November 10<sup>th</sup>, 2014:  
(Date)

**RESOLVED:** That this Corporation enter into Amendment C of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment C of NH NHUIS Modifications, Maintenance, and Support Contract 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13<sup>th</sup> day of November, 2014.
4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

  
(Signature of the Officer of the Corporation)



MARY C. PEREIRA  
Justice of the Peace - New Hampshire  
My Commission Expires June 18, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/12/2014

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

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

<b>PRODUCER</b> Foy Insurance Group - Nashua 350 Main St Nashua NH 03060		<b>CONTACT NAME:</b> Donna Peirce <b>PHONE (A/C No. Ext):</b> (603) 883-1587 <b>FAX (A/C No.):</b> (603) 883-0997 <b>E-MAIL ADDRESS:</b> donna.peirce@foyinsurance.com															
<b>INSURED</b> SYMBIOSYS SOLUTIONS, INC. 1 Hadley Drive NASHUA NH 03062		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: Green Mountain Ins Co</td> <td>20680</td> </tr> <tr> <td>INSURER C: Twin City Fire Ins Co</td> <td>29459</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	NAIC #	INSURER A: Hartford Casualty Insurance Co	29424	INSURER B: Green Mountain Ins Co	20680	INSURER C: Twin City Fire Ins Co	29459	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: Twin City Fire Ins Co	29459																
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL14102437836                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SS 00 08 (04 05)		04SBAPK9402 Blanket Additional Insured	11/1/2014	11/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		20003448 * 2014-2015 CSL & UM increased to \$1,000,000	12/11/2013 12/11/2014	12/11/2014 12/11/2015	COMBINED SINGLE LIMIT (Ea accident) \$ *350,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ *350,000
	UMBRELLA LIAB EXCESS LIAB DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y    N/A	3A State: New Hampshire Excl: Arvind Ranade & Jyothi Shanker 04WECKJ0881	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Operations usual & customary for Computer Programmer & Software Design. Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Department of Employment Security Attn: Karen A Levchuk, Esq., Counsel 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  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  Donna R Peirce



**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

**ADMINISTRATIVE OFFICE**

32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



November 15, 2013

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

#46  
12/20/13

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with SymbioSys Solutions, Inc. (VC# 170929), Nashua, NH, increasing the contract amount by \$2,143,400.00 from \$9,645,644.00 to \$11,789,044.00 for modifications to the New Hampshire Unemployment Insurance System (NHUIS) from the date of Governor and Council approval through December 31, 2016. The original contract was approved by Governor and Council as item #60 on June 22, 2011 and amended as item #32 on December 5, 2012. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2014 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010	DEPT OF EMPLOYMENT SECURITY	FY 2014	FY 2015	FY 2016
10 - 02700 - 80400000 - 030 - 500312	Computer Software, Major	\$ 116,000.00	\$ 27,400.00	
10 - 02700 - 80410000 - 030 - 500312	Computer Software, Major	\$ 125,000.00	\$ 125,000.00	
10 - 02700 - 80610000 - 030 - 500312	Computer Software, Major	\$ 300,000.00	\$ 850,000.00	\$ 600,000.00
Vendor Code: 170929 SymbioSys Solutions, Inc.				
RQ #: 143047				

**EXPLANATION**

NHES is requesting approval of the attached contract amendment for NHUIS modifications and improvements. This contract amendment includes modifications funded and supported by the United States Department of Labor (USDOL). NHES applied for and was awarded supplemental Federal funds to support the following modifications and improvements to our unemployment benefit system, NHUIS.

NHES is required to make modifications and improvements to the NHUIS System to revamp claimant facing module's initial and continued claims screens/process; to provide more accurate and comprehensive work history; to provide interested party identification and flexibility; to allow immediate presentation of additional fact-finding information; and, to provide more accurate and comprehensive continued claim data collection with emphasis towards partial work/earnings and work-search activity.

Additional modifications will interface with fraud detection cross-matches and route callers to the Benefit Payment Control unit during filing process; implement auto-reminders for claimant messaging; improve TAA and RTAA components and screens of NHUIS; and, enhance REA related processes as well as ongoing maintenance of the system.

Attached is the approval letter from the Office of Information Technology (#DoIT 2011-070B).

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nhes.nh.gov





STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings  
Commissioner

November 25, 2013

George N. Copadis, Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
32 South Main St  
Concord, NH 03301-4857

Dear Commissioner Copadis:

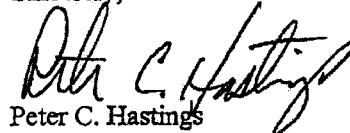
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc., Nashua, New Hampshire, for the New Hampshire Unemployment Insurance System (NHUIS) Modifications, maintenance, support and knowledge transfer described below and referenced as DoIT No. 2011-070B.

This request is to enter into a contract amendment with SymbioSys Solutions, Inc. for required modifications to the NHUIS System to improve administration of the federal Re-employment and Eligibility Assessment Program (REA). Updates include, but are not limited to, revamping the claimant facing module-initial and continued claims, providing accurate and comprehensive work history, providing interested party identification and flexibility, allowing immediate presentation of additional fact-finding, and providing accurate and comprehensive continued claim data collection with emphasis towards partial work and earnings and work-search activity. In addition, the Department must interface with the fraud detection cross-matches and route callers to the Department's Benefit Payment Control Unit during filing process, implement auto-reminder for claimant messaging, modify TAA and RTAA components and screens of NHUIS, and enhance REA related, as well as ongoing maintenance of the system.

The not to exceed contract amount will increase by \$2,143,400 from \$9,645,644 to \$11,789,044. The term of the contract will remain through December 12, 2016.

A copy of this letter should accompany NH Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,



Peter C. Hastings

PCH/ltm  
DoIT 2011-070B

cc: William Laycock, IT Manager, Department of Information Technology  
Leslie Mason, IT Manager, Department of Information Technology

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF EMPLOYMENT SECURITY  
 NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
 CONTRACT 2011-070  
 CONTRACT AMENDMENT B

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-070, on June 22, 2011, Item #60 (herein after referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Employment Security (hereinafter referred to as the "Department" or "NHES") certain sums as specified therein,

WHEREAS, pursuant to the Agreement Part I Section 17: Amendment, 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, said agreement was modified by contract amendment (Contract Amendment A) dated November 7, 2012 and approved by Governor and Council on December 5, 2012 (Item #32) to make modifications and improvements to the NH Unemployment Insurance System and increasing the amount of the contract by \$1,684,564 from \$7,961,080 to \$9,645,644.00.

WHEREAS the Department seeks additional SymbioSys services for the provision of ongoing technical system maintenance;

WHEREAS the Department has received new directives and funding from federal regulating agencies (US Department of Labor), the Department and SymbioSys have agreed to make modifications to the computerized New Hampshire Unemployment Insurance System ("NHUIS") system in accordance with the schedule below.

WHEREAS, the Vendor desires to provide the requested technical services;

WHEREAS, the Department and the Vendor seek to clarify and amend the Agreement.

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:

**Table 1**

Contract #2011-070 Agreement (Contract)	WHEREAS								
Section 1.8 Pricing	<p>The Agreement is hereby amended as follows:</p> <p>Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation by \$2,143,400.00 from \$9,645,644.00 to \$11,789,044.</p>								
Contract #2011-070 Section 1.8 Pricing	WHEREAS								
Exhibit A; Section 1. Deliverables, Milestones, and Activities Schedule	<p>Add the following to the Deliverables Table in Section 1. Deliverables, Milestones, and Activities Schedule:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: black; color: white;">Item</th> <th style="background-color: black; color: white;">Description of Deliverable/Activity</th> <th style="background-color: black; color: white;">Category</th> <th style="background-color: black; color: white;">Anticipated Start Date</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">65.</td> <td> <ul style="list-style-type: none"> <li>• Revamp claimant facing module-initial and continued claims for clarity and user-friendliness</li> <li>• Provide more accurate and</li> </ul> </td> <td style="text-align: center;">Software</td> <td style="text-align: center;">9/15/15</td> </tr> </tbody> </table>	Item	Description of Deliverable/Activity	Category	Anticipated Start Date	65.	<ul style="list-style-type: none"> <li>• Revamp claimant facing module-initial and continued claims for clarity and user-friendliness</li> <li>• Provide more accurate and</li> </ul>	Software	9/15/15
Item	Description of Deliverable/Activity	Category	Anticipated Start Date						
65.	<ul style="list-style-type: none"> <li>• Revamp claimant facing module-initial and continued claims for clarity and user-friendliness</li> <li>• Provide more accurate and</li> </ul>	Software	9/15/15						

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT B

	<ul style="list-style-type: none"> <li>comprehensive work history information collection</li> <li>• Provide interested party identification and flexibility to add/remove parties as warranted</li> <li>• Allow for immediate presentation of additional fact-finding questions regarding separations from employment.</li> <li>• Provide more accurate and comprehensive continued claim data collection with emphasis towards partial work and earnings and work-search activity.</li> <li>• Interface with fraud detection cross-matches and route callers to the departments Benefit Payment Control unit during filing process</li> <li>• Implement auto-reminder for claimant messaging</li> <li>• Revamp staff facing module to match all changes to claimant module</li> </ul>		
66.	<ul style="list-style-type: none"> <li>▪ Modify TAA component of NHUIS to allow for processing of returned checks and refunds checks, allow TAA to be paid after EUC,</li> <li>▪ Modify validations on Relocation Detail Screen,</li> <li>▪ Delete button for Employer Summary section of RTAA Wage Summary screen,</li> <li>▪ Modify Lump-Sum Payment for Trade 2002 2011. Revise wordings on Trade-related forms,</li> <li>▪ Allow Appeals related RTAA issue decisions, and modify validations on TAA screen.</li> </ul>	Software	9/15/15
67.	<ul style="list-style-type: none"> <li>▪ Enhance REA related functions to allow recall/view of return to work/placement information entered into NHUIS and to restrict staff viewing to view only their own appointments.</li> </ul>	Software	9/15/15
<p><b>To maintain compliance with the federal funding authority, Deliverables #65, 66, and 67 must be completed, and accepted by the State, and paid for by September 15, 2015.</b></p>			

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
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<p>Exhibit B Section #1.1 Firm Fixed Price – Deliverables Table</p>	<p>Add the following to the Deliverables Table in Section 1.1 Firm Fixed Price:</p> <table border="1"> <thead> <tr> <th>Ref</th> <th>Value, Deliverable and Milestone</th> <th>Due Date</th> <th>Price / Payment</th> </tr> </thead> <tbody> <tr> <td>65.</td> <td>State acceptance of modifications to enhance NHUIS integrity and performance</td> <td>9/15/15</td> <td>\$1,750,000.00</td> </tr> <tr> <td>66.</td> <td>State acceptance of modifications to enhance TAA functionality</td> <td>9/15/15</td> <td>\$ 137,000.00</td> </tr> <tr> <td>67.</td> <td>State acceptance of modifications to enhance REA functionality</td> <td>9/15/15</td> <td>\$ 6,400.00</td> </tr> </tbody> </table> <p>Changes in payment amounts for the Enhancements in this amendment will be based on the schedule in Table 2 herein</p>	Ref	Value, Deliverable and Milestone	Due Date	Price / Payment	65.	State acceptance of modifications to enhance NHUIS integrity and performance	9/15/15	\$1,750,000.00	66.	State acceptance of modifications to enhance TAA functionality	9/15/15	\$ 137,000.00	67.	State acceptance of modifications to enhance REA functionality	9/15/15	\$ 6,400.00		
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67.	State acceptance of modifications to enhance REA functionality	9/15/15	\$ 6,400.00																
<p>Exhibit B Section #1.1 Firm Fixed Price - Additional Annual Maintenance Table</p>	<p>Replace the table for Additional Annual Maintenance with the following: Table 3</p> <table border="1"> <thead> <tr> <th>ADDITIONAL ANNUAL MAINTENANCE (BILLED MONTHLY)</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>On-Going Maintenance -Year 2</td> <td>1/1/2013-12/31/2013</td> <td>\$1,000,000</td> </tr> <tr> <td>On-Going Maintenance -Year 3</td> <td>1/1/2014-12/31/2014</td> <td>\$1,250,000</td> </tr> <tr> <td>On-Going Maintenance -Year 4</td> <td>1/1/2015- 12/31/2015</td> <td>\$640,000</td> </tr> <tr> <td>On-Going Maintenance -Year 5</td> <td>1/1/2016- 12/31/2016</td> <td>\$640,000</td> </tr> <tr> <td>TOTAL ADDITIONAL MAINTENANCE</td> <td></td> <td>\$3,530,000</td> </tr> </tbody> </table> <p>Changes in payment amounts for the Maintenance in this Contract will be based on the schedule in Table 3 herein</p>	ADDITIONAL ANNUAL MAINTENANCE (BILLED MONTHLY)			On-Going Maintenance -Year 2	1/1/2013-12/31/2013	\$1,000,000	On-Going Maintenance -Year 3	1/1/2014-12/31/2014	\$1,250,000	On-Going Maintenance -Year 4	1/1/2015- 12/31/2015	\$640,000	On-Going Maintenance -Year 5	1/1/2016- 12/31/2016	\$640,000	TOTAL ADDITIONAL MAINTENANCE		\$3,530,000
ADDITIONAL ANNUAL MAINTENANCE (BILLED MONTHLY)																			
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On-Going Maintenance -Year 4	1/1/2015- 12/31/2015	\$640,000																	
On-Going Maintenance -Year 5	1/1/2016- 12/31/2016	\$640,000																	
TOTAL ADDITIONAL MAINTENANCE		\$3,530,000																	
<p>Exhibit B Section #2 Total Contract Price</p>	<p>Delete Section 2. Total Contract Price and replace with the following:</p> <p>Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$11,789,044.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.</p> <p>The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.</p>																		

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF EMPLOYMENT SECURITY  
 NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
 CONTRACT 2011-070  
 CONTRACT AMENDMENT B

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G&C APPROVAL DATE	CONTRACT VALUE
2011-070	Original Contract	December 31, 2016	June 22, 2011, Item #60	\$ 7,961,080.00
2011-070A	Amendment A	December 31, 2016	December 5, 2012 Item #32	\$ 1,684,564.00
2011-070B	Amendment B	December 31, 2016	Upon G&C Approval	\$ 2,143,400.00
CONTRACT TOTAL				\$ 11,789,044.00

DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS


SymbioSys certifies that primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SymbioSys will inform NH Employment Security of any changes in status regarding this statement."

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.

*Remainder of page intentionally left blank.*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT B

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

  
\_\_\_\_\_  
Arvind Ranade  
SymbioSys Solutions, Inc.

Date: 11/19/2013

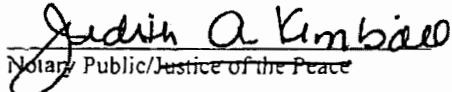
Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 19<sup>th</sup> day of November, 2013 before me, Arvind R. Ranade, the undersigned Officer Arvind Ranade personally appeared and acknowledged her/himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that she/he, as such Chief Operations Officer 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 Chief Operations Officer.

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

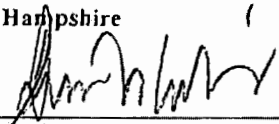
  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

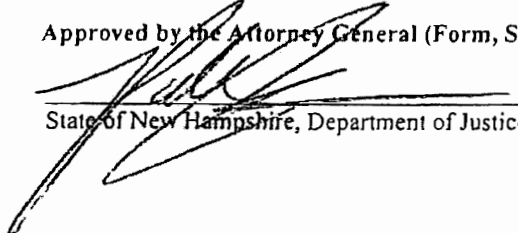
JUDITH A. KIMBALL  
Notary Public - State of New Hampshire  
My Commission Expires September 14, 2016

State of New Hampshire

  
\_\_\_\_\_  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 11/19/13

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

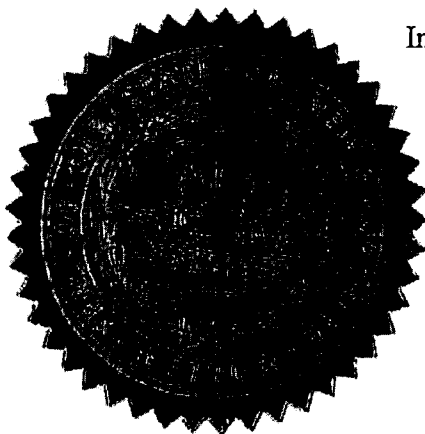
  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 12/2/13

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 SYMBIOSYS SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 8, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of November, A.D. 2013

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

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE  
(Corporation Without Seal)

I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

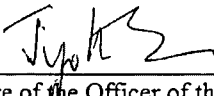
1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.,  
(Corporation Name)
2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on November 15<sup>th</sup>, 2013:  
(Date)

**RESOLVED:** That this Corporation enter into Amendment B of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment B of NH NHUIS Modifications, Maintenance, and Support Contract 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 19<sup>th</sup> day of November, 2013.
4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

  
\_\_\_\_\_  
(Signature of the Officer of the Corporation)

*Rebecca M Scottfield  
Justice of the Peace  
my commission expires  
May 11, 2016*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2013

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).

<b>PRODUCER</b> Foy Insurance Group - Nashua 350 Main St  Nashua NH 03060		<b>CONTACT NAME:</b> Monique Cary-Zillich <b>PHONE (A/C No. Ext):</b> (603) 883-1587 <b>FAX (A/C No.):</b> (603) 883-0997 <b>E-MAIL ADDRESS:</b> monique.cary-zillich@foyinsurance.com																						
<b>INSURED</b> SYMBIOSYS SOLUTIONS, INC. 1 HADLEY DRIVE  NASHUA NH 03062		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td>Green Mountain Ins Co</td> <td>20680</td> </tr> <tr> <td>INSURER C:</td> <td>Twin City Fire Ins Co</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Co	29424	INSURER B:	Green Mountain Ins Co	20680	INSURER C:	Twin City Fire Ins Co	29459	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES**      **CERTIFICATE NUMBER:** master 11/2013-2014      **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.

NSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			04SBAPK9402	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 2,000,000
	<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
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
B	AUTOMOBILE LIABILITY			20003448	12/11/2013	12/11/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 350,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						Uninsured motorist combined \$ 350,000
	EXCESS LIAB						EACH OCCURRENCE \$
	DED						AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3A State: New Hampshire			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	Excl: Arvind Ranade	11/1/2013	11/1/2014	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			04WECKJ0881			E.L. DISEASE - EA EMPLOYEE \$ 100,000
				Excl: Jyothi Shanker			E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
operations usual & customary for Computer Programmer & Software Design.

**CERTIFICATE HOLDER****CANCELLATION**

helen.a.dinsmore@nhes.nh.g

State of New Hampshire  
 Department of Employment Security  
 32 South Main Street  
 Concord, NH 03301-4857

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

Teri Davis, AAI, ACSR



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Employment  
Security**

www.nhes.nh.gov

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**ADMINISTRATIVE OFFICE**

32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

November 15, 2012

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

#32  
12/5/12

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with SymbioSys Solutions, Inc. (VC# 170929), Nashua, NH, increasing the contract amount by \$1,684,564.00 from \$7,961,080.00 to \$9,645,644.00 for modifications and improvements to the New Hampshire Unemployment Insurance System (NHUIS) from the date of Governor and Council approval through December 31, 2016. The original contract was approved by Governor and Council as item #60 on June 22, 2011. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2013 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	<u>FY 2013</u>	<u>FY 2014</u>
10 - 02700 - 80410000 - 030 - 500312 Software, Major	\$ 934,779.00	\$ 749,785.00
Vendor Code: 170929 SymbioSys Solutions, Inc.		
RQ #: TBD		

Explanation

NHES is requesting approval of the attached contract amendment for NHUIS modifications and improvements. This contract amendment includes modifications funded and supported by the United States Department of Labor (USDOL). NHES applied for and was awarded supplemental Federal funds to support the following modifications and improvements to our unemployment benefit system, NHUIS.

The various system modifications associated with unemployment benefit overpayments seek to improve detection and recovery by performing an analysis of business processes with the intent of re-engineering the overpayment module to improve and streamline practices while bringing the Department into compliance with current federal requirements.

Several system modifications are necessary to improve administration of the federal Re-employment and Eligibility Assessment (REA) program in order to meet USDOL reporting requirements. The REA program is designed to ensure claimants are meeting the eligibility provisions of state unemployment laws and are exposed to reemployment services, including job search assistance and placement services, so they may return to employment as quickly as possible. The REA program combines in-person unemployment insurance (UI) eligibility reviews, labor market information, development of an individual reemployment plan and referral to reemployment services and/or training.

Attached is the approval letter from the Office of Information Technology (#DoIT 2011-070).  
A  
A

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments



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

Peter C. Hastings  
Acting Commissioner

November 7, 2012

George N. Copadis, Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
32 South Main St  
Concord, NH 03301-4857

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc., Nashua, New Hampshire, for the New Hampshire Unemployment Insurance System (NHUIS) Modifications, Maintenance, Support and Knowledge Transfer described below and referenced as DoIT No. 2011-070A.

This request is to enter into a contract amendment with SymbioSys Solutions, Inc. for required modifications to the NHUIS System to improve administration of the federal Re-employment and Eligibility Assessment Program (REA) and enhance reporting procedures to the US Department of Labor. Enhancements will also be made to bring the system into compliance with the 2011 Trade TAA Extension Act to improve program administration and reporting. Finally, SymbioSys will re-engineer the overpayment module. The not to exceed contract amount will increase by \$1,684,564.00, from \$7,961,080 to \$9,645,644.00. The term of the contract will remain through December 12, 2016.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

Peter C. Hastings

PCH/ltn  
DoIT 2011-070A

cc: William Laycock, IT Manager, Department of Information Technology  
Leslie Mason, IT Manager, Department of Information Technology

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2011-070, on June 22, 2011, Item #60 (herein after referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Employment Security (hereinafter referred to as the "Department" or "NHES") certain sums as specified therein;

WHEREAS, pursuant to the Agreement Part I Section 17: Amendment, 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 has received a grant from the United States Department of Labor (hereinafter referred to as "USDOL") to improve administration of the federal Re-employment and Eligibility Assessment program (REA) and enhance reporting procedures to the USDOL.

WHEREAS, the Department wishes to make modifications and improvements to the New Hampshire Unemployment Insurance System (NHUIS) to improve administration of the federal Re-employment and Eligibility Assessment program (REA) to meet the and enhance reporting procedures to the United States Department of Labor.

WHEREAS SymbioSys has agreed to make upgrades to the NHUIS computer benefit system to accomplish the goals of said grant at an agreed to cost of \$200,764.00 to be paid for out of available grant funds.

WHEREAS, the Department has received a grant from the United States Department of Labor (also referred to as USDOL) to provide an Overpayment Process Analysis and upgrade its business practices and bring Department administration in compliance with federal requirements including reengineering its overpayment module, Cross Match programs and Collection Case Management consistent with Federal Unemployment Insurance Program Letter UIPL 18-12.

WHEREAS, SymbioSys has agreed to make upgrades to the NHUIS computer benefit system to bring it into compliance with the USDOL grant requirements at an agreed-to cost of \$1,483,800.00 to be paid for out of available grant funds.

WHEREAS, the Department wishes to increase the Contract price by \$1,684,564.00 to bring the total contract price to \$9,645,644.00.

WHEREAS, the Department and the Vendor seek to clarify the Agreement.

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 Agreement is hereby amended as follows:

1. Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation by \$1,684,564.00 from \$7,961,080.00 to \$9,645,644.00.
2. The Agreement is further amended as described in Table 1:

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT A

Table 1

Contract #2011-070 Statement of Work Section Number	AMENDED TEXT
<p><b>Exhibit A; Section 2. Deliverables, Milestones, and Activities Schedule</b></p>	<p><b>Add to table 2.1 Implementation Schedule – Activities/Deliverables/Milestones:</b></p> <p>Ref. 63.</p> <ol style="list-style-type: none"> <li>1) Remove the alert sent to the One-Stop Center Manager if the previously selected REA claimant reapplies for UI benefits.</li> <li>2) Modify scheduling template to: (a) accommodate six to eight weeks in place of two to three weeks, (b) allow sessions to be created in increments of fifteen minutes, i.e. fifteen minutes, thirty minutes, forty-five minutes, one hour, one hour and fifteen minutes, etc.</li> <li>3) Add a service to the New Hampshire Unemployment Insurance System (NHUIS) to allow selected REA claimants to be exited from the program, including the effective date, when three visits are completed or when the individual ceases to file for UI benefits.</li> <li>4) Transfer REA services completed in NHUIS to the Job Match System (JMS).</li> <li>5) Route issues recorded in NHUIS as a result of a REA visit to the appropriate section and/or adjudicator.</li> <li>6) Adjust defects and implement enhancements to the REA screens and process including disallowed claim with no weeks paid selected for REA, Profile claimants not on REA, provide REA Room Information Summary, inactivate REA Case Manager in endless loop, display scoring for control and selected on REA Local Office report, select REA seasonal and union for REA, sort REA capability on Capture Attendance Screen, retain REA History when room is edited, and provide REA Capture Attendance Screen print ability.</li> </ol> <p>Ref: 64.</p> <p><b>Modify Automation of NHUIS in compliance with UIPL 18-12 to allow for:</b></p> <ul style="list-style-type: none"> <li>• Provide Overpayment Business Process Analysis and Reengineer and upgrade overpayment module</li> <li>• Implement Cross Match Program module</li> <li>• Implement Collection Case Management module</li> </ul>

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT A

<b>Contract #</b>  2011-070  <b>Exhibit B</b> <b>Section Number</b>	<b>AMENDED TEXT</b>
	Delete Section 2. Total Contract Price and replace with the following:
	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$9,645,644.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only, and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.  The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**C. Exhibit B**

Exhibit B of this Agreement is hereby amended as follows:

1. The activities and deliverables contained in Section 1.1 of Exhibit B: Payment Schedule of the Agreement are hereby amended to add new Deliverables detailed below in Table 2.
2. Changes in payment amounts for the Enhancements in this amendment will be based on the schedule in Table 2 herein.

**Table 2 Deliverable Payment Schedule**

Row #	Activity, Deliverable, and Milestone	Due Date	Price/Payment
63.	Completion of implementation of modifications to federal Re-employment and Eligibility Assessment program (REA)	3/30/2013	\$200,764.00
64.	Completion of Overpayment Process Analysis	9/30/2013	\$249,835.00
64.	Completion of Overpayment Module Re-engineering.	6/30/2014	\$499,950.00

Initial all pages  
Vendor Initials AR

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT A**

64.	Completion of Cross Matching Program Module	6/30/2013	\$364,060.00
64.	Completion of Collections Case Management Project	6/30/2013	\$369,955.00

**Table 3 Contract 2011-070 NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	END DATE	CONTRACT AMOUNT
2011-070	Original Contract	December 31, 2016	\$7,961,080.00
2011-070 Amendment A		12/31/2014	\$1,684,564.00
	<b>CONTRACT TOTAL</b>		<b>\$9,645,644.00</b>


**DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

SymbioSys certifies that primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. SymbioSys will inform NH Employment Security of any changes in status regarding this statement."

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AMENDMENT A**

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.

  
\_\_\_\_\_  
Arvind Ranade  
SymbioSys Solutions, Inc.

Date: 11/07/2012

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Herrimack

On this the 7<sup>th</sup> day of November, 2012 fore me,  
Arvind Ranade, the undersigned Officer Arvind Renarde, personally appeared and acknowledged her/himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that she/he, as such Chief Operations Officer 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 Chief Operations Officer.

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

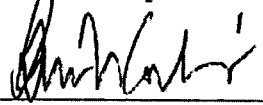
  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:

ALICE P. BISSON  
Notary Public - New Hampshire  
My Commission Expires February 2, 2016

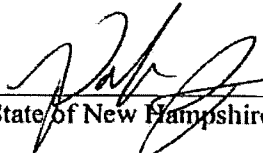
(SEAL)

State of New Hampshire

  
\_\_\_\_\_  
George N. Copadis, Commissioner  
State of New Hampshire  
Department of Employment Security

Date: 11/9/12

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

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 11/13/12



CERTIFICATE OF VOTE

(Corporation Without Seal)

I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on November 1<sup>st</sup>, 2012:  
(Date)

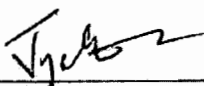
**RESOLVED:** That this Corporation enter into Amendment A of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment A of NH NHUIS Modifications, Maintenance, and Support Contract 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5<sup>th</sup> day of November, 2012.

4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Corporation.

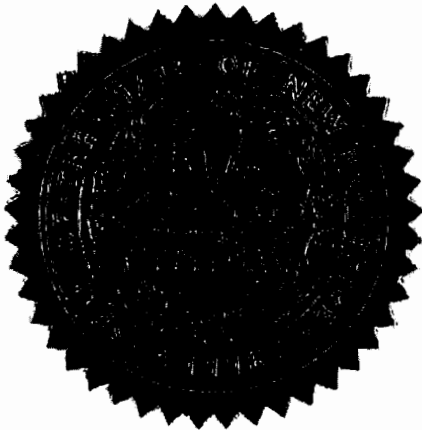
  
(Signature of the Officer of the Corporation)

*Rebecca M. Sward 5:07 field  
Justice of the Peace  
my commission expires  
May 11, 2016*

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 SYMBIOSYS SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 8, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5<sup>th</sup> day of November, A.D. 2012

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

William M. Gardner  
Secretary of State





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CONCORD, NH 03301-4857



TARA G. REARDON, COMMISSIONER

DARRELL L. GATES, DEPUTY COMMISSIONER

June 8, 2011

#60  
6/22/11

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, NH 03301

**Requested Action**

To authorize New Hampshire Employment Security (NHES) to enter into a contract with SymbioSys Solutions, Inc. (VC# 170929), Nashua, NH, in the total amount of \$7,961,080 for the New Hampshire Unemployment Insurance System (NHUIS) modifications, maintenance, support and knowledge transfer services from the date of Governor and Council approval through December 12, 2016. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2011 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY 2011	FY 2012	FY 2013	FY 2014
10 - 02700 - 80410000 - 030 - 500312 Software, Major	\$ 90,000.00	\$ 1,072,778.00	\$ 1,217,222.00	\$ 1,095,000.00
	FY 2015	FY 2016	FY 2017	
	\$ 915,000.00	\$ 640,000.00	\$ 320,000.00	
		FY 2012	FY 2013	
10 - 02700 - 80610000 - 030 - 500312 Software, Major		\$ 1,735,416.00	\$ 875,664.00	

Vendor Code: 170929 SymbioSys Solutions, Inc.  
RQ#: 119379

**Explanation**

NHES is requesting approval of the attached contract for NHUIS modifications, maintenance, support and knowledge transfer services. This contract includes major modifications funded and supported by the United States Department of Labor (USDOL). The six (6) major modifications are to implement State Information Data Exchange System (SIDES), Benefit Payment Control Case (BPC) Management, Treasury Offset Program (TOP), Appeals Business Process Review, Adjudication Smart Scheduler, Automated Appeals Reminder, and to modify nine (9) sections of the Trade Act module. NHES applied for and was awarded supplemental Federal funds from USDOL to support these major system enhancements.

SIDES will be utilized to ensure the most secure, cost effective and efficient manner for obtaining requests for separation information from employers and Third Party Administrators (TPAs). NHES also plans to participate in the State Employer Website (SEW) to encourage employers and TPAs without the resources to participate in the automated connection for file exchange with the Central Broker, to utilize the standardized format for processing requests for separation information.

The BPC Case Management Program will replace an antiquated system that was developed over 20 years ago and does not currently serve the case management needs of the Agency. The new case management system will be efficient and effective allowing staff to create work items, manage workloads, record decisions, automatically generate letters and create more precise reporting.

The Treasury Offset Program (TOP) will expand our ability to recover monies from benefit overpayments. NHES currently creates repayment plans, offsets unemployment benefits and in some cases places liens on property. TOP will provide NHES an effective tool to recover fraud overpayments. NHES will be able to enter into an agreement with the Internal Revenue Service to intercept, or offset, federal tax refunds for state unemployment tax obligations.

The Appeals Business Process Review will consist of a performance audit of both internal processing of appeals by staff and how NHUIS processes appeals to help identify inefficiencies and provide effective solutions. With the record number of appeals that the department has been processing since the inception of NHUIS and the economic downturn, it is crucial that appeals be processed as efficiently and effectively as possible.

The Adjudication Smart Scheduler will be implemented in an effort to make the unemployment claim adjudication process more efficient by automatically scheduling adjudication interviews with the claimants and employers that are attached to the unemployment claim. All interested parties will be notified of the interview time and the need to be available to answer questions otherwise a determination will be made with the available information on hand.

The Automated Appeals Reminder will be implemented in an effort to reduce the number of claimants, employers and/or interested parties that miss appeal hearings thereby reducing the need to reschedule or the even more time consuming task of processing a Request to Reopen by one party should a decision be rendered based on the facts provided by the parties that did attend a hearing.

The various modifications to the Trade Act module of NHUIS will provide for more accurate and complete tracking and reporting of Trade Act-related activities as well as provide for the necessary updates to Federal reporting due to changes imposed by USDOL.

This contract also provides for on-going support, maintenance and knowledge transfer of NHUIS through December 12, 2016.

Competitive bids were sought for NHUIS modifications, maintenance, support and knowledge transfer services. Request for Proposal (RFP) 2011-070 was publicly issued to prospective vendors on March 21, 2011 to obtain qualified vendors. A mandatory vendor conference, attended by five (5) vendors, was held in Concord, NH on March 28, 2011. Letters of Intent to Bid were required and two (2) were received.

Two (2) written proposals were received by the due date of April 29, 2011. The Vendors were Deloitte Consulting, LLP of Pittsburg, Pennsylvania and SymbioSys Solutions, Inc. of Nashua, New Hampshire.

Pursuant to the RFP, an Evaluation Committee was comprised of two (2) Department of Information Technology representatives and three (3) NHES representatives. In accordance with the RFP, the Committee addressed the following four (4) successive phases:

- 1) Evaluation of the written proposals
- 2) Reference and background checks
- 3) Oral interviews and product demonstrations
- 4) Best and final offer

The initial evaluation of the written proposals rated them according to the RFP scoring criteria which was broken down into six (6) categories: 1) software solution for modifications and Trade module, 2) technical, service and project management experience in unemployment insurance, 3) value added services and innovations, 4) maintenance, operation and production support approach, 5) corporate and state qualifications, and 6) cost. The preliminary scores were assigned to the various categories over several days of meetings.

Both Vendors provided a half day session to the Committee and other Agency stakeholders that included product demonstration and an opportunity for questions and clarifications regarding the Proposal, company experience with unemployment insurance and staff knowledge and experience. Vendors were required to have their proposed Project Manager and proposed key staff available for interview during this State visit. The Committee spoke with and observed the proposed Project Managers from both Vendors. Best and final offers were requested and reviewed.

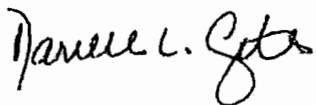
Applying the evaluation criteria contained in the RFP, the Committee scored the proposals as follows:

VENDOR	SCORE
SymbioSys Solutions, Inc.	809
Deloitte Consulting, LLP	708

The Committee agreed that SymbioSys Solutions, Inc. had the best overall proposal and offers the experience and commitment to quality that is necessary to successfully implement the changes outlined in the RFP as well as provide on-site maintenance and support to a most critical computer system. Both vendors submitted excellent technical solution proposals and the Agency has had a successful relationship with both vendors in the past. The scores were within ten (10) points of one another prior to the evaluation of the cost category. The difference in the cost for implementation of six (6) major enhancements, maintenance and support through 12/31/2012, and options to renew individually for four (4) more years of maintenance and support was significant. Deloitte Consulting's total of \$11,848,911 compared to SymbioSys Solutions' \$7,581,080 resulted in a \$4,267,831 difference that awarded more points and the intent to award to SymbioSys Solutions, Inc.

Attached is the approval letter from the Office of Information Technology (#DoIT 2011-070).

Sincerely,



2. Tara G. Reardon  
Commissioner

TGR/jdr  
Attachments

**Qualifications of Scoring Committee Members:**

Gates ~ Mr. Gates was the Director of NHES Unemployment Compensation Bureau for approximately five years and is currently the Deputy Commissioner of NHES, a position he has held since 2000. His unemployment insurance (UI) program knowledge is unmatched at NHES.

Carpenter ~ Mrs. Carpenter is the current Director of NHES Unemployment Compensation Bureau and has held this position for six years. She also held the lead position in the development and implementation of the NHUIS and has the most knowledge of the system's functionality.

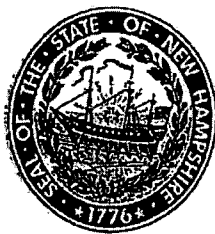
O'Neill ~ Mrs. O'Neill is the Assistant to the Commissioner at NHES and has held this position for 10+ years. The Assistant to the Commissioner has responsibility for managing the Department's Integrity Programs (Benefit Payment Control Program and Quality Control Program) as well as the Department's Internal Security Program. Mrs. O'Neill was also a member of the original UIM scoring committee in 2006 and has been involved extensively in the NHUIS implementation effort.

Laycock ~ Mr. Laycock is the IT Manager for NHES and has held this position for seven and one-half years. He has been heavily involved in the NHUIS development and implementation process. Mr. Laycock is also very knowledgeable about the system architecture and network infrastructure. Mr. Laycock has extensive years of knowledge with system development and the system design life cycle management process.

Hastings ~ As the Director of the Agency Software Division Mr. Hastings is a senior member of the Department of Information Technology who has been involved with the NHUIS project in an oversight capacity. Mr. Hastings knowledge of software development and system design made him a valuable member of the evaluation team.

**Scores by Category:**

Company	Company Address	Software Solution for Mods (SBRs) and Trade Module	Maint., Operation & Support Approach	Tech, Service and Project Mgmt Experience in UI	Company & Staffing Qualifications	Value Added Services and Innovation	Software Solution (SBRs & Trade Module) Cost	Maint. & Support Cost	TOTAL
		150 Points	200 Points	250 Points	75 Points	75 Points	100 Points	150 Points	1000 Points
Deloitte Consulting	2500 One PPG Place, Pittsburgh, PA 15222-5401	121.0	167.0	190.0	64.0	27.0	64.0	75.0	708.0
SymbioSys Solutions, Inc.	71 Spit Brook Rd. Suite 302, Nashua, NH 03060	121.0	145.0	174.0	56.0	63.0	100.0	150.0	809.0



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

S. William Rogers  
Commissioner

June 6, 2011

Darrell L. Gates, Deputy Commissioner  
State of New Hampshire  
New Hampshire Employment Security  
32 South Main St  
Concord, NH 03301-4857

Dear Deputy Commissioner Gates:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract (2011-070) with SymbioSys Solutions, Inc., Nashua, New Hampshire, for the New Hampshire Unemployment Insurance System (NHUIS) Modifications, Maintenance, Support and Knowledge Transfer described below and referenced as DoIT No. 2011-070.

This request is to enter into a contract with SymbioSys Solutions, Inc. for major modifications for six Supplemental Budget Requests (SBRs) plus modifications to nine sections of the Trade Act Module. These activities must be completed by September 30, 2012. The contract also includes on-going support and maintenance for the many system processes, defect corrections, and pending or future enhancements during the term of the contract. The not to exceed contract amount for the initial term and up to four years of maintenance is \$7,961,080. The initial term is to begin on July 1, 2011 or upon Governor and Council approval whichever is later, through December 12, 2016.

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

Sincerely,

S. William Rogers

SWR/ltm  
DoIT 2011-070  
RID 11226

cc: William Laycock, IT Manager, Department of Information Technology  
Leslie Mason, IT Manager, Department of Information Technology





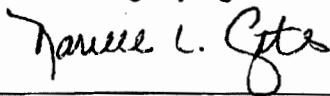
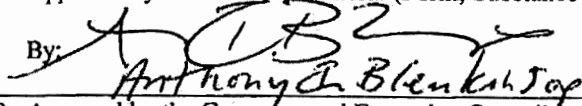
STATE OF NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY  
RFP 2011-070  
CONTRACT AGREEMENT- PART 1

Subject: NH UNEMPLOYMENT INSURANCE SYSTEM MODIFICATIONS AND MAINTENANCE AND SUPPORT AGREEMENT

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Employment Security		1.2 State Agency Address 32 South Main Street Concord, NH 03301	
1.3 Contractor Name SymbioSys Solutions, Inc.		1.4 Contractor Address 71 Spit Brook Road, Suite 302 Nashua, NH 03060	
1.5 Contractor Phone Number (603) 880-7771	1.6 Account Number 010-027-8041-030-0312 \$5,350,000 010-027-8061-030-0312 \$2,611,080	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$7,961,080
1.9 Contracting Officer for State Agency Darrell L. Gates, Deputy Commissioner		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature 		1.11 Name and Title of Contractor Signatory Arvind Ranade, Chief Operations Officer	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack  On June 7, 2011, 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  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                     [Seal]  </div> <div style="width: 50%; text-align: right;"> <b>DEBRA M. BLACK, Notary Public</b> My Commission Expires August 22, 2012                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace  Debra M. Black-O'Neal - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Darrell L. Gates, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)  By:  On: 6/7/2011			
1.18 Approval by the Governor and Executive Council  By: _____ On: _____			

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
NH NHUIS MODIFICATIONS, MAINTENANCE AND SUPPORT  
CONTRACT 2011-070  
CONTRACT AGREEMENT-PART 2

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>CCF</b>	Continued Claim Filed
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized

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	disclosure <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contracted Vendor</b>	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<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><b>Class A Deficiency</b> – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were</p>

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	deficient, require reworking, but do not require re-performance of the Service.  <b>Class C Deficiency – Software</b> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <b>Written Documentation</b> - minimal changes required and of minor editing nature; <b>Non Software</b> - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, terms or condition of the Contract.
<b>FAC</b>	Federal Additional Compensation
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>HCTC</b>	Health Care Tax Credit

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<b>ITSC</b>	Information Technology Support Center
<b>IVR</b>	Interactive Voice Response, IVR allows customers to interact with a company's database via a telephone keypad or by speech recognition, after which they can service their own inquiries by following the IVR dialogue. In the State's case this is currently Cisco Unified IP IVR and telephony system.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>NASWA</b>	National Association of State Workforce Agencies
<b>NHES</b>	New Hampshire Department of Employment Security
<b>NHUIS</b>	New Hampshire Unemployment Insurance System automated benefit payment program
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours – NHUIS Call Center</b>	Normal Business Hours – for the NHUIS Call Center: Monday-Thursday 8:00 am – 7:00 pm; Friday 8:00 am – 4:30 pm; and Sunday 8:00 am – 4:30 pm. 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to



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	begin work on the Contract on a given date and time
<b>OJT</b>	On the Job Training
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>PAW</b>	Potentially Affected Worker
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor'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)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work
<b>Proposed Software Solution</b>	Modifications to the current NHUIS claimant benefit system currently used by NHES.
<b>RTAA</b>	Readjustment Trade Allowance Act
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>SaaS- Software as a Service</b>	Occurs where the COTS application is hosted but the State does not

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	own the license or the code.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	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 Vendor in response to this RFP.
<b>Specifications</b>	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.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Employment Security 32 South Main Street Concord, NH 03301 Reference to the term "State" shall include all applicable agencies
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State's representative with regard to Project oversight

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<b>State's Project Manager (PM)</b>	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).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TA</b>	Trade Act
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	Period of the Contract from the Effective Date through <date for latest end of contract>
<b>TAA</b>	Trade Adjustment Act
<b>TRA</b>	Trade Readjustment Act
<b>Transition Services</b>	Services and support provided when the contracted vendor is supporting system changes.
<b>UIPL</b>	Unemployment Insurance Program letter
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>USDOL</b>	United States Department of Labor
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system,

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	application or network
<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>WASP Unit</b>	Wages and Special Projects Unit
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of <i>at least</i> thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Employment Security ("NHES" or "State"), and SymbioSys Solutions, Inc. a New Hampshire Corporation, ("SymbioSys"), having its principal place of business at 71 Spit Brook Road, Suite 302, Nashua, NH 03060 for SymbioSys to provide continued system maintenance, defect clearance, and minor enhancements requested by NHES for the current system with minimal disruption to the business operations of NHES.

**RECITALS**

The State desires to have SymbioSys provide continued system maintenance, defect clearance, and minor enhancements requested by NHES for the current system with minimal disruption to the business operations of NHES.

SymbioSys wishes to provide continued system maintenance, defect clearance, and minor enhancements requested by NHES for the current system with minimal disruption to the business operations of NHES

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

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

- A. Part 1 – State Terms and Conditions contained in the Form P-37
- B. Part 2 – The Contract Agreement
- C. Part 3 – Consolidated Exhibits
  - Exhibit A- Contract Deliverables
  - Exhibit B- Price and Payment Schedule
  - Exhibit C- Special Provisions
  - Exhibit D- Administrative Services
  - Exhibit E- Implementation Services
  - Exhibit F- Testing Services
  - Exhibit G- Maintenance and Support Services
  - Exhibit H- Requirements- Contractor Responses
  - Exhibit I- Work Plan
  - Exhibit J- Software License and related Terms
  - Exhibit K- Warranty and Warranty Services
  - Exhibit L- Training Services
  - Exhibit M- Agency RFP with Addendums, by reference
  - Exhibit N- Contractor Proposal, by reference
  - Exhibit O- Certificates and Attachments

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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*, Form P-37-Contract Agreement Part 1
- b. *General Contract Requirements* in Section 6 of the RFP document.
- c. State of New Hampshire, Department of Employment Security Contract 2011-070.
- d. RFP 2011- 070 NH Unemployment Insurance System Modifications and Maintenance and Support, dated March 21, 2011; then
- e. The Contractor Proposal, dated May 2, 2011.

**1.3 Contract Term**

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

The Contract shall begin on the Effective Date and extend through December 31, 2012. The Term may be extended up to five (5) years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond December 31, 2017.

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

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

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

**2. COMPENSATION**

**2.1 Contract Price**

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

**2.2 Firm Fixed Price Contract**

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

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

### 3. CONTRACT MANAGEMENT

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

#### 3.1 SymbioSys Contract Manager

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

Arvind Ranade  
Chief Operating Officer  
71 Spit Brook Road Suite 302  
Nashua, NH 03060  
Tel: (603) 880-7771  
Fax: (603) 589-4833  
Email: arvind@symbiosysinc.com

#### 3.2 SymbioSys Project Manager

##### 3.2.1 Contract Project Manager

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

3.2.2 SymbioSys Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as SymbioSys' representative for all administrative and management matters. SymbioSys' Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. SymbioSys' Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site

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as needed. SymbioSys' Project Manager must work diligently and use his/ her best efforts on the Project.

- 3.2.3 SymbioSys shall not change its assignment of SymbioSys Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SymbioSys' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than SymbioSys Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. SymbioSys shall assign a replacement SymbioSys Project Manager within ten (10) business days of the departure of the prior SymbioSys Project Manager, and SymbioSys shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim SymbioSys Project Manager.
- 3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare SymbioSys in default and pursue its remedies at law and in equity, if SymbioSys fails to assign a SymbioSys Project Manager meeting the requirements and terms of the Contract.
- 3.2.5 The SymbioSys Project Manager is:  
Jyothi Shanker  
President  
71 Spit Brook Road Suite 302  
Nashua, NH 03060  
Tel: (603) 880-7771  
Fax: (603) 589-4833  
Email: jyothi@symbiosysinc.com

### 3.3 SymbioSys Key Project Staff

- 3.3.1 SymbioSys shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on SymbioSys Key Project Staff. The State reserves the right to require removal or reassignment of SymbioSys' Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.
- 3.3.2 SymbioSys shall not change any SymbioSys Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SymbioSys Key Project Staff will not be



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unreasonably withheld. The replacement SymbioSys Key Project Staff shall have comparable or greater skills than SymbioSys Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks*,

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

3.3.3.1 SymbioSys Key Project Staff shall consist of the following individuals in the roles identified below:

**SymbioSys' Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
Jyothi Shanker	Project Manager
Robert Pike	Subject Matter Expert
Rebecca Sperlazza	Subject Matter Expert
Shashi Ranade	Maintenance Team Lead
Irfan Mistry	Enhancement Team Lead
To Be Determined	Java Technical Lead
Pedro Rosa	BARTS implementation Lead

**3.4 State Contract Manager**

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

Darrell L. Gates, Deputy Commissioner  
NHES  
32 South Main Street  
Concord, NH 03301  
Tel: (603) 228-4064  
Fax: (603) 229-4444  
Email: [darrell.l.gates@nhes.nh.gov](mailto:darrell.l.gates@nhes.nh.gov)

**3.5 State Project Manager**

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks.

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- 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:

Dianne M. Carpenter, Director of Unemployment Compensation Bureau  
NHES  
32 South Main Street  
Concord, NH 03301  
Tel: (603) 228-4031  
Fax: (603) 228-4145  
Email: [dianne.m.carpenter.nh.gov](mailto:dianne.m.carpenter.nh.gov)

### 3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the SymbioSys Project Manager and SymbioSys Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

## 4. DELIVERABLES

### 4.1 Vendor Responsibilities

SymbioSys shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract. SymbioSys has subcontracted parts of this Contract with On Point Technology, Inc. bringing their off-the-shelf BARTS solution in a mix with custom built components.

SymbioSys, along with their subcontracted Services, are subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37*. SymbioSys must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider SymbioSys to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

### 4.2 Deliverables and Services

SymbioSys shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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

**4.3 Non-Software and Written Deliverables Review and Acceptance**

After receiving written Certification from SymbioSys that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify SymbioSys in writing of its acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of SymbioSys's written Certification. If the State rejects the Deliverable, the State shall notify SymbioSys of the nature and class of the Deficiency and SymbioSys shall correct the Deficiency within the period identified in the Work Plan. If no period for SymbioSys's correction of the Deliverable is identified, SymbioSys shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify SymbioSys of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If SymbioSys fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require SymbioSys to continue until the Deficiency is corrected, or immediately terminate the Contract, declare SymbioSys in default, and pursue its remedies at law and in equity.

**4.4 System/Software Testing and Acceptance**

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

**4.5 Knowledge Transfer**

SymbioSys shall work in conjunction with State personnel and the current Vendor in the development and implementation activities in a co-development mode to enable both parties to gain hands-on experience and a greater insight into the internal structure and workings of NHUIS during the transitional period. Knowledge transfer will include the changes made to the system, with the addition of any new modules, subsystems, solutions interfaces, modifications and fixes concentrating on the existing system as well as the enhanced system.

Knowledge transfer methods will include development and implementation of a Knowledge Transfer Plan (KTP) employing methods as defined in the SymbioSys proposal.

**4.6 Security**

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

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

#### 4.7 Transition Plan

The transition plan is designed to move system responsibility from the incumbent vendor to SymbioSys with minimal disruption to the daily functioning of the current NHUIS. The transition period is defined as the time from the Effective Date through December 2, 2011. During this time, the incumbent vendor will initially take the lead in the transition to SymbioSys and thereafter transition into the supportive facilitator to SymbioSys within four months of the Effective Date.

### 5. SOFTWARE

#### 5.1 Custom and Off-the-Shelf Software and Documentation

SymbioSys shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

#### 5.2 Custom and Off-the –Shelf Software Support and Maintenance

SymbioSys shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

#### 5.3 Restrictions

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

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

#### 5.4 Title

SymbioSys must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

### 6. WARRANTY

SymbioSys shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

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**7. SERVICES**

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

**7.1 Administrative Services**

SymbioSys shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

**7.2 Implementation Services**

SymbioSys shall provide the State with the implementation services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

**7.3 Testing Services**

SymbioSys shall perform testing services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

**7.4 Training Services**

SymbioSys shall provide the State with training services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

**7.5 Maintenance and Support Services**

SymbioSys shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

**8. WORK PLAN DELIVERABLE**

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. SymbioSys shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

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

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In the event of any delay in the Schedule, SymbioSys must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of SymbioSys 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 SymbioSys to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from SymbioSys' failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

**9. CHANGE ORDERS**

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within ten (10) business days of SymbioSys' receipt of a Change Order, SymbioSys shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

All Change Order requests from SymbioSys to the State, and the State acceptance of SymbioSys' estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

**10. INTELLECTUAL PROPERTY**

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall SymbioSys be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with

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performance of obligations under the Contract. In addition, SymbioSys shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**10.1 State's Business**

All rights, title and interest in State Data shall remain with the State. The State's rights in Deliverables shall be for purposes of the State's business only. All other intellectual property rights in such Deliverables remain with SymbioSys. The State may not assign, re-license, rent or lease the Software or use the Software for third-party training, or commercial time-sharing, or service bureau use.

**10.2 SymbioSys' Materials**

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries 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, records identified as confidential under RSA 282-A, and other files containing personally identifiable information that is private in nature.

**10.3 State Website Copyright**

**WWW Copyright and Intellectual Property Rights**

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

**10.4 Custom Software Source Code**

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

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**10.5 Survival**

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY**

**11.1 Use of State's Information**

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

**11.2 State Confidential Information**

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

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

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

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



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**11.3 SymbioSys' Confidential Information**

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

**11.4 Survival**

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

**12. LIMITATION OF LIABILITY**

**12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to SymbioSys shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**12.2 The Contractor**

Subject to applicable laws and regulations, in no event shall SymbioSys be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and SymbioSys' liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement -Part 1-General Provisions*.

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to SymbioSys' indemnification obligations set forth in the *Contract Agreement Part 1-*

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Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2-  
Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

**12.3 State's Immunity**

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

**12.4 Survival**

This *Contract Agreement- Part 2-Section 12: Limitation of Liability* shall survive termination or Contract conclusion.

**13. TERMINATION**

This Section 13 shall survive the termination or Contract Conclusion.

**13.1 Termination for Default**

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

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

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

- a. Unless otherwise provided in the Contract, the State shall provide SymbioSys written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) calendar days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If SymbioSys fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) business days after giving SymbioSys notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give SymbioSys a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to SymbioSys during the period from the date of such notice until such time as the State determines that SymbioSys has cured the Event of Default shall never be paid to SymbioSys.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and SymbioSys shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.1.3 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.

**13.2 Termination for Convenience**

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

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

**13.3 Termination for Conflict of Interest**

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

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

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

**13.4 Termination Procedure**

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of SymbioSys and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that SymbioSys has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

**14. CHANGE OF OWNERSHIP**

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

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**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 15.1 SymbioSys shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2 SymbioSys shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve SymbioSys of any of its obligations under the Contract nor affect any remedies available to the State against SymbioSys that may arise from any event of default of the provisions of the contract. The State shall consider SymbioSys to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3 Notwithstanding the foregoing, nothing herein shall prohibit SymbioSys from assigning the Contract to the successor of all or substantially all of the assets or business of SymbioSys provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that SymbioSys should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with SymbioSys, its successors or assigns for the full remaining term of the Contract; continue under the Contract with SymbioSys, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to SymbioSys, its successors or assigns.

**16. DISPUTE RESOLUTION**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	SymbioSys Solutions, Inc	STATE	<u>CUMULATIVE</u> <u>ALLOTTED TIME</u>
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<b>Primary</b>	Jyothi Shanker	State Project Manager (PM)	5 Business Days
<b>First</b>	Jyothi Shanker	State Project Management Team (PMT)	10 Business Days
<b>Second</b>	Arvind Ranade	Commissioner	15 Business Days

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

**17. GENERAL PROVISIONS**

**17.1 Travel Expenses**

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

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

**17.2 Shipping and Delivery Fee Exemption**

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

**17.3 Project Workspace and Office Equipment**

The State will provide the following workspace and office equipment for the Project:

- Workstations for the Vendor that will be assigned full time to the Project;
- Furnishings and telephones for workstations;
- Meeting facilities sufficient to satisfy Project needs (the Vendor and State will agree to these needs during the finalization of the Work Plan);
- Shared office equipment, including but not limited to printers and photocopiers.

**17.4 Access/Cooperation**

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

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

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**17.5 Required Work Procedures**

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

**17.6 Computer Use**

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

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

**17.7 Email Use**

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

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**17.8 Internet/Intranet Use**

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

**17.9 Regulatory Government Approvals**

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

**17.10 Force Majeure**

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

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

**17.11 Insurance**

**17.11.1 SymbioSys Insurance Requirement**

See Contract Agreement Part 1-Form P-37 Section 14.

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

State of New Hampshire  
Department of Employment Security  
Commissioner Tara Reardon  
32 S. Main Street  
Concord, NH 03301

**17.12 Exhibits**

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

**17.13 Venue and Jurisdiction**

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



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**17.14 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

**17.15 Work for Hire**

The State shall own all right, title and interest in and to any Software, printed materials or other works, products or deliverables which result from Services rendered by Vendor to the State under this Contract ("work(s)"). The works shall be deemed works made for hire of the State for all purposes of copyright law, and copyright shall belong solely to the State. In the event that any such work is adjudged to be not a work made for hire, Vendor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State. Vendor shall, at the expense of the State, assist the State or its nominees to obtain copyrights, trademarks, or patents for all such works in the United the States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United the States or foreign country copyrights and patents, and to transfer or cause to transfer to the State all the right, title and interest in and to such works. Vendor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.



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**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

SymbioSys, and its subcontractor On-Point, shall provide the State with enhancements, modifications, and maintenance to the NHUIS unemployment benefit system that will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, SymbioSys shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**Trade Modules**

Implementation of all the Trade Modules (Items 53 through 60) in the table below is contingent upon the approval of funding by the United States Department of Labor (USDOL). New Hampshire Employment Security has been awarded a sum of monies that is contingent upon a NHES justification of how these enhancements relate to the Health Care Tax credit. NHES needs to be prepared to reduce the number of modules implemented in the event the USDOL reduces the size of the NHES monetary award.

**2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE**

**2.1 Implementation Schedule – Activities / Deliverables / Milestones**

	GENERAL		
1.	Conduct Kickoff Meeting	Non-Software	June 30 <sup>th</sup> , 2011
2.	Status Meetings	Non-Software	weekly (Aug 2011 – Jan 2013)
3.	Work Plan/Overall Project Management Plan	Written	June 29 <sup>th</sup> , 2011
4.	Final Implementation meetings (1 per SBR and Trade Module=7)	Non-Software	See Headers below
5.	Maintenance and Support	Software	1 <sup>st</sup> of each month (Aug 2011 – Jan 2013)

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REQ#	DELIVERABLE	DELIVERABLE TYPE	DELIVERABLE DUE DATE
	of case interviews to an adjudicator.		
42.	Defined document of the changes required in NHUIS with a test plan	Written	2/29/2012
43.	Code and test results for the scheduler and calendar changes in NHUIS	Software	7/20/2012
44.	User Acceptance and Implementation plan	Written	9/28/2012
45.	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Written	9/28/2012
46.	Implementation and on-going maintenance plan	Software	9/28/2012
<b>ADJUDICATOR CALL REMINDER COMMUNICATIONS SOFTWARE</b>			
47.	Requirements Matrix to change NHUIS to accommodate call reminder communications software	Written	1/31/2012
48.	Design document for changes to NHUIS	Written	2/29/2012
49.	Test plan and results document	Written	9/28/2012
50.	User acceptance test plan	Written	9/28/2012
51.	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	Written	9/28/2012
52.	Implementation and on-going maintenance plan	Software	9/28/2012
<b>TRADE MODULES</b>			
	(Implementation of any or all of these modules is contingent upon USDOL approval of funding)		
53.	Health Care Tax Credit (HCTC)	Software	9/14/2012
54.	Mileage/Subsistence	Software	9/14/2012
55.	Training	Software	9/14/2012
56.	Potentially Affected Worker (PAW)	Software	9/14/2012
57.	Trade Adjustment Act (TAA)	Software	9/14/2012
58.	Trade Readjustment Act (RTAA)	Software	9/14/2012
59.	Training Obligations	Software	9/14/2012
60.	Readjustment Trade Allowance Act (RTAA)	Software	9/14/2012
61.	Petitions	Software	9/14/2012
62.	Holdback Payment	Non-software	At the end of warranty

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ADDITIONAL ANNUAL MAINTENANCE AT OPTION OF STATE	
On-Going Maintenance Year 2	1/1/2013-12/31/2013
On-Going Maintenance Year 3	1/1/2014-12/31/2014
On-Going Maintenance – Year 4	1/1/2015- 12/31/2015
On-Going Maintenance – Year 5	1/1/2016- 12/31/2016
TOTAL ANNUAL MAINTENANCE	

On-Going Maintenance - Year 3	1/1/2014-12/31/2014
On-Going Maintenance -Year 4	1/1/2015- 12/31/2015
On-Going Maintenance -Year 5	1/1/2016- 12/31/2016

**3. TRAINING DELIVERABLES**

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

**4. SOFTWARE LICENSES**

Software Licenses for are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLE PAYMENT SCHEDULE**

**1.1 Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract totaling \$7,961,080.00 for the period between the Effective Date through December 31, 2016 subject to discounts to NHES for any services that NHES declines in accordance with its options herein. SymbioSys shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow SymbioSys to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

REF #	DELIVERABLE	DELIVERY DATE	PAYMENT AMOUNT	TOTAL
<b>GENERAL and MAINTENANCE YEAR 1</b>				
1.	Conduct Kickoff Meeting	July 1, 2011	\$50,000	
2.	Status Meetings	1 <sup>st</sup> of each month (Aug 2011 – Jan 2013)	\$160,000 payable in equal monthly installments	
3.	Work Plan/Overall Project Management Plan	July 1, 2011	\$40,000	
4.	Final Implementation meetings (1 per SBR and Trade Module=7)	See Headers below	\$35,000 (\$5,000 per SBR./Trade Module)	
5.	Maintenance and Support	1 <sup>st</sup> of each month (Aug 2011 – Jan 2013)	\$1,440,000 (\$80,000 per month)	
<b>SUBTOTAL GENERAL AND MAINTENANCE YEAR 1</b>				<b>\$1,725,000</b>
<b>TREASURY DEESC PROGRAM</b>				
	Analysis report of current business and technical operations that require modification	8/31/2011	\$34,144	
	Detail Design document of changes	8/31/2011	\$34,144	
	Test plan	9/30/2011	\$25,608	
	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	11/30/2011	\$17,072	
	UAT	1/31/2012	25,608	
	Implementation plan/action	1/31/2012	\$17,072	
	Maintenance plan	1/31/2012	\$17,072	

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LINE #	DESCRIPTION	START DATE	END DATE	AMOUNT	TOTAL
<b>REQUIREMENTS MATRIX</b>					
	Requirements matrix of the case management requirements that NHUIS must support	11/30/2011		\$181,000	
	Detailed design to support the case management requirements and layout of new tables, coding and screens	1/31/2012		\$181,000	
	Test plan and test implementation	5/11/2012		\$135,750	
	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	6/11/2012		\$90,500	
	UAT	6/11/2012		\$135,750	
	Implementation plan/action	6/11/2012		\$90,500	
	Maintenance plan	6/11/2012		\$90,500	
<b>DESIGN AND DEVELOPMENT</b>					
	Document of the requirement for standardization and automation with SIDES and the development of SEW	9/30/2011		\$49,312	
	Document the changes to NHUIS required to implement SIDES	9/30/2011		\$24,656	
	Design document changes to be tested and implemented	9/30/2011		\$24,656	
	Design document of the web service application to be developed	9/30/2011		\$24,656	
	Test plan and data for testing SIDES and SEW	12/31/2011		\$24,656	
	Test results	3/30/2012		\$12,328	
	Training and preparation documents for UAT	3/30/2012		\$12,328	
	Implementation plan for SIDES and SEW with the NHUIS changes identified	3/30/2012		\$24,656	
	Knowledge Transfer and Technical	3/30/2012		\$24,656	

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REQ #	DESCRIPTION	PAYMENT DATE	PAYMENT AMOUNT	TOTALS
	Documentation of the Solution for State Technical Support Staff			
	On-going maintenance plan	3/30/2012	\$24,656	
<b>APPREASING BUSINESS PROCESSES</b>		<b>APRIL 13, 2012</b>	<b>\$246,764</b>	
<b>APPREASING BUSINESS PROCESSES</b>				
	Produce an audit report identifying the business processes that need to be re-engineered with recommended changes	11/30/2011	\$63,864	
	Produce an audit report identifying the technical processes that need to be revised with recommended changes	11/30/2011	\$42,576	
	Create an action plan to implement both business and technical changes	11/30/2011	\$53,220	
	Create a test plan for technical changes with design documents	12/16/2011	\$10,644	
	Test results and Training plan	12/16/2011	\$10,644	
	UAT plan and implementation of changes	12/16/2011	\$10,644	
	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	12/16/2011	\$10,644	
	On-going maintenance plan	12/16/2011	\$10,644	
<b>APPREASING BUSINESS PROCESSES</b>		<b>DEC 16, 2011</b>	<b>\$246,764</b>	
<b>ADJUDICATION SMART SCHEDULER</b>				
	Report on business processes of the adjudicators	1/31/2012	\$20,000	
	Report defining the requirements and specifications for a smart scheduler	1/31/2012	\$20,000	
	Design document for the automated smart scheduling system to automatically schedule interviews with claimants and employers attached to an unemployment claim being adjudicated	2/29/2012	\$20,000	

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ROW #	DELIVERABLE	PAYMENT DATE	PAYMENT AMOUNT	TOTALS
	Design document for an electronic calendar within the smart schedule to track activities and monitor workloads and allow assignment of case interviews to an adjudicator.	2/29/2012	\$20,000	
	Defined document of the changes required in NHUIS with a test plan	2/29/2012	\$20,000	
	Code and test results for the scheduler and calendar changes in NHUIS	7/20/2012	\$40,000	
	User Acceptance and Implementation plan	9/28/2012	\$20,000	
	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	9/28/2012	\$20,000	
	Implementation and on-going maintenance plan	9/28/2012	\$20,000	
<b>ADJUDICATION SMART SCHEDULE</b>		<b>OCT 12, 2011</b>	<b>\$200,000</b>	<b>\$200,000</b>
<b>AUTOMATED APPEAL REMINDER COMMUNICATIONS SYSTEM</b>				
	Requirements Matrix to change NHUIS to accommodate call reminder communications software	1/31/2012	\$40,128	
	Design document for changes to NHUIS	2/29/2012	\$40,128	
	Test plan and results document	9/28/2012	\$40,128	
	User acceptance test plan	9/28/2012	\$40,128	
	Knowledge Transfer and Technical Documentation of the Solution for State Technical Support Staff	9/28/2012	\$20,064	
	Implementation and on-going maintenance plan	9/28/2012	\$20,064	
<b>AUTOMATED APPEAL REMINDER COMMUNICATIONS SYSTEM</b>		<b>OCT 12, 2011</b>	<b>\$200,592</b>	<b>\$200,592</b>
<b>SUBTOTAL GENERAL SERVICES MAINTENANCE STAFF</b>				<b>\$3,600,000</b>
<b>TRADE MODULES</b>				
	(Implementation of any or all of these modules is contingent upon USDOL approval of funding)			

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ITEM #	DESCRIPTION	PAYMENT DATE	PAYMENT AMOUNT	ROYALTY
	Health Care Tax Credit (HCTC)	9/14/2012	\$96,042	
	Mileage/Subsistence	9/14/2012	\$96,042	
	Training	9/14/2012	\$96,042	
	Potentially Affected Worker (PAW)	9/14/2012	\$32,014	
	Trade Adjustment Act (TAA)	9/14/2012	\$96,042	
	Trade Readjustment Act (RTAA)	9/14/2012	\$32,014	
	Training Obligations	9/14/2012	\$64,028	
	Readjustment Trade Allowance Act (RTAA)	9/14/2012	\$96,042	
	Petitions	9/14/2012	\$32,014	
	Holdback Payment		15%	
<b>TRADE MODULES</b>		<b>SEPT 14, 2012</b>	<b>SUBTOTAL</b>	<b>\$640,280</b>
<b>TOTAL INITIAL SERVICES AND MAINTENANCE</b>				<b>\$640,280</b>

DESCRIPTION	PERIOD	AMOUNT
On-Going Maintenance Year 2 (billable monthly)	1/1/2013-12/31/2013	\$1,000,000
On-Going Maintenance Year 3 (billable monthly)	1/1/2014-12/31/2014	\$1,000,000
On-Going Maintenance – Year 4 (billable monthly)	1/1/2015-12/31/2015	\$640,000
On-Going Maintenance – Year 5 (billable monthly)	1/1/2016-12/31/2016	\$640,000
<b>TOTAL OPTIONAL MAINTENANCE</b>		<b>\$3,280,000</b>

**BARTS Assurance and Certification Program Membership begins upon User Acceptance Testing**

**Sign-off**

Product Name	Product Code	Description	Membership Period	Fee (US\$)
BARTS + BARTS NDNH ACP	ACP001	Assurance and Certification Program	Year 1	Included

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Optional Additional Years BARTS Membership				
Product Name	Product Code	Description	Membership Period	Fee (US\$)
BARTS + BARTS NDNH ACP	ACP002	Assurance and Certification Program	Year 2 Optional	
BARTS + BARTS NDNH ACP	ACP003	Assurance and Certification Program	Year 3 Optional	
BARTS + BARTS NDNH ACP	ACP004	Assurance and Certification Program	Year 4 Optional	
BARTS + BARTS NDNH ACP	ACP005	Assurance and Certification Program	Year 5 Optional	

TOTAL OPTIONAL YEARS MEMBERSHIP FEES: \$380,000

<b>TOTAL INITIAL SERVICES* AND MAINTENANCE</b>	<b>\$4,301,080</b>
<b>TOTAL OPTIONAL BARTS AS&amp;T</b>	<b>\$380,000</b>
<b>TOTAL OPTIONAL MAINTENANCE</b>	<b>\$3,280,000</b>
<b>TOTAL CONTRACT PRICE</b>	

**\*The implementation of BARTS and BARTS NDNH is included in the pricing structure defined. BARTS-NDNH module is included at no additional cost to the state through December 31, 2012.**

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**2. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$7,961,080 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.

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

**3. INVOICING**

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

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

Invoices shall be sent to:

New Hampshire Department of Employment Security  
Attention: Fiscal  
32 South Main St.  
Concord, NH 03301

**4. PAYMENT ADDRESS**

All payments shall be sent to the following address:

SymbioSys Solutions, Inc.  
71 Spit Brook Road, Suite 302  
Nashua, NH 03060

**5. OVERPAYMENTS TO SYMBIOSYS**

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

**6. CREDITS**

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

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**7. PROJECT HOLDBACK**

The State shall withhold Fifteen percent (15%) of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

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EXHIBIT C  
SPECIAL PROVISIONS

**There are no special provisions**

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ADMINISTRATIVE SERVICES

**1. STATE MEETINGS AND REPORTS**

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

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

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

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

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

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming weekly period;

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ADMINISTRATIVE SERVICES

5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

## 2. STATE-OWNED DOCUMENTS AND DATA

SymbioSys 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 with the State, SymbioSys shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

## 3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. SymbioSys 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 Symbiosys' cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.



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**4. ACCOUNTING REQUIREMENTS**

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

**5. WORK HOURS**

SymbioSys personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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EXHIBIT E  
IMPLEMENTATION SERVICES

SymbioSys shall provide the State with the following services set forth in Contract Exhibit A.

## 1. IMPLEMENTATION STRATEGY

### 1.1 Key Components

- A. SymbioSys shall employ an implementation strategy with a timeline set forth in accordance with the Work Plan. The implementation shall take into consideration leveraging knowledge transfer, transition activities, maintenance and support of the current system defined with enhancements and fixes, as well as the development of the required Supplemental Budget Requests (SBRs) and the Trade modules.
- B. SymbioSys and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- C. The SymbioSys team will provide training templates as defined in the Training Plan for the new and enhanced modules as well as for the BARTS system, any of which will be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. SymbioSys shall utilize an approach that fosters and requires the participation of State and incumbent resources during the transition period, uses their business expertise to assist with the configuration of the application changes and modifications, and prepares the State to fully assume responsibility for and ownership of the NHUIS system. A focus on technology transition shall be deemed a priority.
- F. SymbioSys in conjunction with State personnel, shall manage project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- G. SymbioSys shall adopt an Implementation time-line aligned with the State's required time-line for the implementation of the SBRs and the elements of the Trade Modules.

### 1.2 Timeline

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

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IMPLEMENTATION SERVICES

communication approaches, Project standards and procedures finalized, and team training initiated.

### 1.2.1 Implementation

Timing will be critical due to the defined transition period and the restriction for implementation of the SBR and Trade module modifications and enhancements. Implementation shall be structured to recognize interdependencies between the current system and the changes created by the modifications and enhancements. Implementation must design a structure for minimal disruption to the current system while maximizing a timely execution of changes.

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

### 1.2.2 Change Management and Training

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

## 2. IMPLEMENTATION METHODOLOGY

The SymbioSys team approach includes but is not limited to the following:

- a. Thorough planning of the Transition Phase
- b. Check mechanism to mark and sign-off completion of Knowledge Acquisition
- c. Analysis of Change Requests identified- impact to Core design of the current NHUIS
- d. Sequence work items in a manner that optimizes resources utilization, leverages prior tasks and includes time for both upfront analysis and design and end-line testing and implementation.
- e. Methodology is iterative, inclusive and collaborative and seeks active and timely participation of identified State staff to carry out or support completion of specific project tasks or activities.
- f. The Transition plan includes graduated transitioning of responsibilities.
- g. Performance of proper due diligence to understand all aspects of an interface and the ability to be fully prepared for interactions with external agencies, ex: the feds. SymbioSys will rely on the State Project Manager to support and coordinate meetings as appropriate, requested and needed.

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SECURITY AND INFRASTRUCTURE

**1. SECURITY**

SymbioSys shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services provided based on the security requirements defined in Appendix C-2 of the response to the Request for Proposal. SymbioSys shall provide the State resources, information, and services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and data.

SymbioSys will use the State Harvest resource as a version control method for software development.

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EXHIBIT F  
TESTING SERVICES

SymbioSys shall provide the following Products and Services described in this Exhibit F, including but not limited to:

**1. TESTING AND ACCEPTANCE**

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

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

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

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

**1.1 Test Planning and Preparation**

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

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

The State will commence its testing within five (5) business days of receiving Certification from SymbioSys that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in its own testing environment. SymbioSys Subject Matter Experts and BARTS implementation experts/trainers must

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TESTING SERVICES

assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost. The SymbioSys QA team will be present onsite during User Acceptance Testing (UAT) and will be available for any type of assistance.

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

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

**1.2 Unit Testing**

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

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

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

<b>Activity Description</b>	Develop the scripts needed to unit test individual modules and interface(s). If conversion components are impacted, they must be tested as well.
<b>SymbioSys Team Responsibilities</b>	For modules, conversion components and interfaces the SymbioSys team will identify applicable test scripts, adapt them to the project specifics, test the process, and compare with the documented expected results.
<b>Work Product Description</b>	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each module functions without errors. Individual detailed test scripts and guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

**1.3 System Integration Testing**

The new modules/changes are tested in integration with the existing system modules in a production-like environment. System Integration Testing validates the integration between the individual modules/changes and verifies that the new modules/changes function and are supported in the execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the SymbioSys team(s) to confirm that the modules/changes integrate with any interfaces. The test emphasizes end-to-end business processes,

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and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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

**1.4 Conversion Validation Testing**

Conversion Validation Testing is not anticipated with the modifications and enhancements of this Contract.

**1.5 Installation Testing**

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

**1.6 User Acceptance Testing (UAT)**

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

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

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

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

UAT will also serve as a performance and stress test of the total System with the new/changes modifications and enhancements. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan. The results of the User Acceptance Test provide evidence that the System meets the User Acceptance criteria as defined in the Work Plan.

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

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



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**1.7 Performance Tuning and Stress Testing**

SymbioSys shall develop and document hardware and software configuration and tuning of BARTS infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project

**1.7.1 Scope**

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

SymbioSys must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

**1.7.2 Test types**

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

**a. Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is

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tested in the environment for problems prior to the establishment of the baseline which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**b. Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

### **1.7.3 Tuning**

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

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

### **1.7.4 Implementing Performance and Stress Test**

Performance and Stress test tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. SymbioSys is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those which we are licensed for, are being recommended for this part of the project.

### **1.7.5 Scheduling Performance and Stress Testing**

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

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

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

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

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

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

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

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

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

### 1.8 Regression Testing

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

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- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b.) SymbioSys shall notify the State no later than <five (5) business days> from the Symbiosys' receipt of written notice of the test failure when SymbioSys expects the corrections to be completed and ready for retesting by the State. SymbioSys will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by SymbioSys based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. validate that the change/update has been properly incorporated into the program; and
  - 2. validate that there has been no unintended change to the other portions of the program.
- d.) SymbioSys will be expected to:
  - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  - 3. Manage the entire cyclic process.
- e.) SymbioSys will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

### 1.9 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity

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and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

Prior to the module modifications or enhancements being moved into production SymbioSys shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

**1.10 Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Implementation Warranty period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

**1.11 System Acceptance**

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

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**1. SYSTEM MAINTENANCE**

SymbioSys shall maintain and support the system in all material respects as described in the applicable program documentation from the start of the Transition, the Effective Date of the Contract, for a minimum of thirteen months (maintenance year 1) and up to five (5) years of maintenance. The SBRs and Trade modules will be warranted for a period of 120 days after issuance of the Letter of Acceptance for UAT.

**1.1 Symbiosys' Responsibility**

**1.1.1 Provide Total System Maintenance and Support until December 31, 2012**

Once approved by Governor and Executive Council, SymbioSys will be responsible for the current New Hampshire Unemployment Insurance System ongoing, as well as developmental, system maintenance until the end of the Contract Term.

This includes addressing outstanding defects in the current System, current support items awaiting implementation, previously identified Enhancements for the current System, and future enhancements identified during the term of the Contract, as well as support for the new software solutions. The Vendor staff will be augmented by the State DoIT staff that is currently working on the system.

SymbioSys shall maintain the Application System in accordance with the Contract. SymbioSys will not be responsible for maintenance or support for Software developed or modified by the State not under the supervision of SymbioSys. The start date for SymbioSys and the State to assume full independent responsibility for any maintenance and support will be based on the agreed upon responsibility matrix and transition completion checklist established in the work plan.

**1.1.1 Maintenance Releases**

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

*The State must notify SymbioSys of any service deficiencies with fixes or upgrades within ninety (90) days from performance of the services described in the ordering document.*

**2. SYSTEM SUPPORT**

**2.1 Symbiosys' Responsibility**

SymbioSys 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.

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

**a. Class A Deficiencies (Telephone Support)**

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

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

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

**c. Class B & C Deficiencies** -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within twenty-four(24) hours of notification of planned corrective action;

**3. SUPPORT OBLIGATIONS AND TERM.**

- 3.1 SymbioSys shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 SymbioSys shall maintain a record of the activities related to maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, SymbioSys shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 SymbioSys must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If SymbioSys fails to correct a Deficiency within the allotted period of time Stated above, SymbioSys shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1, as well as to return Symbiosys' product and receive a refund for all amounts paid to SymbioSys, including but not limited to, applicable license fees, within ninety (90) days of notification to SymbioSys of the State's refund request

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3.6 If SymbioSys fails to correct a Deficiency within the allotted period of time Stated above, SymbioSys shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part -2 Section 13.1 and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.

**4. OUTSTANDING DEFECTS, ENHANCEMENTS AND SUPPORT ITEMS**

This table contains a list of the functional areas of the current NHUIS system that will require SymbioSys' attention. Once Governor and Council approval is granted, the table below will be updated to current status for this Contract:

Table C-1: As of 2/23/2011, there are a total of 96 defects, 193 enhancements and 39 support items documented and outstanding.

FUNCTIONAL AREA	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Appeals**	4	2	0
Claims taking	8	15	4
Charging	5	13	0
Data Validation	1	10	0
Employment Services	2	25	3
Financial	9	1	1
Federal Reporting	7	1	0
Monetary	2	4	0
Non-monetary	5	12	5
Overpayments	13	9	8
Pay Benefits	5	10	3
Trade & TAPR	5	18	1
Wages & Special Programs	23	33	10
Worksearch	2	3	0
WorkShare	0	3	0
Other	5	34	4
Totals	96	193	39



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PRIORITY RESPONSES

Symbiosys' responses to Requirements and Deliverables, in their proposal Section III and responses to the narratives, in their proposal Section IV, are included herein by reference.

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

The preliminary Work Plan, including the Transition Plan, created by SymbioSys is set forth in their proposal Section IV Sections IV(e) and Section IV(p).

In conjunction with Symbiosys' Project Management methodology, which shall be used to manage the Project's changes, the SymbioSys team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment schedule** required to implement the Modifications and Enhancements as well as detail the maintenance and defect correction process plan. It shall also address intra-task dependencies, resource allocations (both State and SymbioSys team members), refine the Project's scope, and establish the finalized Schedule. The Plan is documented in accordance with Symbiosys' Work Plan.

## 1. ASSUMPTIONS

### A. General

- The State shall provide team members with decision-making authority to support the implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- SymbioSys shall use HARVEST provide version control for the software implemented.
- SymbioSys shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### B. Logistics

- The SymbioSys Team shall perform this project at State facilities at no cost to SymbioSys.
- The SymbioSys Team may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The SymbioSys Team shall honor all holidays observed by SymbioSys or the State, although with permission, may choose to work on holidays and weekends.
- The State shall provide adequate facilities for the SymbioSys Team, including PCs, phones, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk

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and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the SymbioSys Team and shall be available when the Project begins.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of project documents, work products, and other material and information relevant to the success of the project and required by project team members. This central repository is secured by determining which team members have access to the project folder and granting either view or read/write privileges. Symbiosys' Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for SymbioSys and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all documentation shall be loaded to the State system.
- SymbioSys assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

**D. Technical Environment and Management**

- The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- The State shall provide the hardware and operating system to host the Project's development and production instances.
- The State's hardware operating environment and supporting software shall meet SymbioSys certification requirements for the BARTS applications being installed.
- The State is responsible for providing the Internet access.
- SymbioSys team shall implement the most current Release, and Version of the BARTS application available and compatible with the existing NHES applications.
- Designated State systems personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

**E. Conversions**

1. Will not be applicable to this Modification and Enhancement project

**F. Project Schedule**

- SBRs and Trade Module modifications and enhancements must be implemented by September 30 2012.
- Implementation of all the Trade Modules is contingent upon the approval of funding by the United States Department of Labor (USDOL). New Hampshire Employment Security has been

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awarded a sum of monies that is contingent upon a NHES justification of how these enhancements relate to the Health Care Tax credit. NHES needs to be prepared to reduce the number of modules implemented in the event the USDOL reduces the size of the NHES monetary award.

**G. Reporting**

- SymbioSys shall conduct monthly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

**H. User Training and Change Management**

- The SymbioSys Team shall lead the development of the user training plan.
- OnPoint will provide NHES/DoIT staff with onsite hands-on training to meet NHES needs for the BARTS application
- A train the trainer approach shall be used for the delivery of end-user training on the Modifications and Enhancements for the SBRs and the Trade Modules.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

**I. Performance Testing**

- The SymbioSys Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with SymbioSys on Performance Testing as set forth in Contract Exhibit F – *Testing Services*.

**2. ROLES AND RESPONSIBILITIES**

**A. SymbioSys Team Roles and Responsibilities**

**1) SymbioSys Team Project Executive**

The SymbioSys Team's Project Executives (SymbioSys and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the implementation throughout the project life cycle. The Project Executive shall advise the SymbioSys Team Project Manager and the State's Project leadership on the best practices for implementing the SymbioSys Software Solution within the State. The Project Executive shall participate in the definition of the project plan and provide guidance to the State's Team.

**2) SymbioSys Team Project Manager**

The SymbioSys Team Project Manager shall have overall responsibility for the day-to-day management of the project and shall plan, track, and manage the activities of the SymbioSys

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Implementation Team. The SymbioSys Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Implement the Transition Plan and ensure it is being implemented as efficiently as necessary to meet the December 2, 2011 final transition date.
- Assign SymbioSys Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all SymbioSys Team members;
- Provide monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State or external resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Monitor Maintenance requirements

3) **SymbioSys Team**

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

- Construct and confirm modification and enhancement, as well as defect correction, test case scenarios;
- Produce application configuration change definitions and configure the changes;
- Conduct testing of the configuration changes;
- Produce functional specifications for extensions, and interfaces;
- Assist the State in the testing of extensions, and interfaces;
- Assist the State in execution of the State's acceptance test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and acceptance testing; and
- Assist with implementation of changes to the existing NHUIS System.

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4) **SymbioSys Team**

The SymbioSys team shall assume the following tasks:

- Development and review of functional and technical specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of interface programs in accordance with functional and technical specifications;
- Development and Documentation of any required installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

**B. State Roles and Responsibilities**

The following State resources have been identified for the project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the implementation.

1) **State Project Manager**

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

- Plan and conduct a kick-off meeting with assistance from the SymbioSys team;
- Assist the SymbioSys Project Manager in the development of a detailed Work Plan;
- Identify and secure the State project team members in accordance with the Work Plan;
- Define roles and responsibilities of all State project team members assigned to the project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain implementation tasks;
- Support the SymbioSys Project Manager in communicating with external sources or third party entities for modifications or enhancements to the SBRs or Trade Modules.
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- Inform the SymbioSys Project Manager of any urgent issues if and when they arise; and
- Assist the SymbioSys team staff to obtain requested information if and when required to perform certain project tasks.

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**2) State Subject Matter Expert(s) (SME)**

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

- Be the key user and contact for their Agency or Department;
- Attend Project team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and acceptance testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested;
- Assist in training end users in the use of the SymbioSys Software Solution and the business processes the Application supports.

**3) State Technical Lead and Architect**

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

- Attend technical training as necessary to support the project;
- Assist the State and SymbioSys Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the SymbioSys Technical Lead and the State's selected hardware vendor to architect and establish an appropriate hardware platform for the State's project development and production environments;
- Work in partnership with the SymbioSys and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor deliverable and it will be expected that SymbioSys will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at bi-weekly project meetings.

**4) State Application DBA (DoIT)**

The role of the State Application DBA(s) is to work closely with the SymbioSys Team to install and maintain the Application environments throughout the duration of the project. It is important

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that the State Application DBA(s) assumes responsibility for the support of these environments as soon as possible and conducts the following responsibilities throughout the implementation project:

- Attend any DBA training and acquire in-depth technical knowledge of the impact of the modifications and enhancements that impact the DBA responsibilities;
- Work with the SymbioSys to finalize machine, site, and production configuration;
- Work with the SymbioSys to finalize logical and physical database configuration;
- Work with the SymbioSys to install the SymbioSys tools, and SymbioSys Applications for the development and training environment;
- Work with the SymbioSys to clone additional application instances as needed by the application teams;
- Work with the SymbioSys upgrades to the Application instances as required by the Teams. Maintain a consistent and constant parity with all instances as required by the Application teams;
- Work with the SymbioSys and the Application teams to establish and manage an instance management plan throughout the project;
- Work with the SymbioSys to establish and execute backup and recovery procedures throughout the project;
- Manage Operating System adjustments and System Maintenance to maintain system configurations and specifications;
- Work with the Application Teams to manage the availability of Application instances throughout the project;
- Perform routine SymbioSys Application monitoring and tuning;
- Work with the SymbioSys to define and test Application security, backup and recovery procedures; and
- Assume responsibility for the database administration functions, upon transfer of the Application to the State's hardware platform.
- Develop and maintain role-based security as defined by the Application Teams;
- Establish new SymbioSys Application user Ids; and
- Configure menus, request groups, security rules, and custom responsibilities.

**5) State Network Administrator (DoIT)**

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.



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6) **State Testing Administrator**

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

- Coordinating the development of system, integration, performance, and acceptance test plans;
- Coordinating system, integration, performance, and acceptance tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

**3. SOFTWARE APPLICATION**

*BARTS and BARTS NDNH Software*

SymbioSys will develop a Configuration Document (for BARTS) that list the Requirement matrix of the Case Management requirements that NHUIS must support. This document will be reviewed by the core project team members and representative stakeholders through a walkthrough session, before being finalized. SymbioSys will be responsible for installation of the BARTS module. During implementation of the BARTS module, this maintenance plan will be reviewed and refined to ensure any special maintenance needs of this new module are appropriately addressed. The maintenance plan will address aspects such as: (a) maintenance processes; (b) Maintenance and Support teams, associated support levels and SLAs; (c) Helpdesk needs; (d) Access to the BARTS Knowledge base that includes references to relevant sections of the Systems documentation, FAQs, known issues and workarounds, if any; (e) Special operations needs, if any; (f) Special Admin functions, if any; (g) external dependencies, contact names and methods, and agreed-upon SLAs thereof; (h) escalation process; etc.

**4. CONVERSIONS**

Conversions of data are not within the scope of this Contract.

**5. INTERFACES**

Interfaces relevant to the NHUIS System are identified in the RFP Appendix C, Section C-4 *Current Interfaces* and should be referenced as needed for the SBR and Trade module changes as well as the defect correct and State requested enhancements define in this contracted project.

**A. Interface Responsibilities**

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- The SymbioSys Team shall provide the State SymbioSys Data requirements and examples, of data mappings and interfaces implemented on other projects. The SymbioSys Team shall identify the APIs the State should use in the design and development of any interfaces.
- The SymbioSys Team shall lead the State with the mapping of legacy data to the SymbioSys modifications and Enhancements
- The SymbioSys Team shall lead the review of functional and technical interface specifications.
- The SymbioSys Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.
- The SymbioSys Team shall document the functional and technical specifications for the interfaces.
- The SymbioSys Team shall create the initial test plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The SymbioSys Team shall develop and Unit Test the interface.
- The State and the SymbioSys Team shall jointly verify and validate the accuracy and completeness of the interfaces.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the SymbioSys Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State is responsible for the scheduling of interface operation in production.

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SOFTWARE LICENSE

**1. LICENSE GRANT**

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, SymbioSys, through its Subcontractor On Point Technologies, Inc., hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and contractors that each shall abide by the terms and conditions set forth herein.

**2. SOFTWARE AND DOCUMENTATION COPIES**

SymbioSys shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

**3. RESTRICTIONS**

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

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

**4. TITLE**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated documentation, shall remain with On Point Technology Inc. for its BARTS software.

**5. VIRUSES**

SymbioSys, through its Subcontractor On Point Technologies, Inc., shall provide Software that shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal development process, SymbioSys through its Subcontractor On Point Technologies, Inc., will use reasonable efforts to test the Software for viruses. SymbioSys shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, SymbioSys shall provide a master copy for comparison with and correction of the State's copy of the Software.

**6. AUDIT**

Upon forty-five (45) days written notice, SymbioSys may audit the State's use of the programs at Symbiosys' sole expense. The State agrees to cooperate with Symbiosys' audit and provide reasonable assistance and access to information. The State agrees that SymbioSys shall not be

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responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, SymbioSys' audit rights are subject to applicable State and federal laws and regulations.

## 7. SOFTWARE NON-INFRINGEMENT

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

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 infringe their intellectual property rights, SymbioSys shall defend and indemnify the State against the claim provided that the State:

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

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

If SymbioSys believes or it is determined that any of the Material may have violated someone else's intellectual property rights, SymbioSys may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, SymbioSys may end the license, and require return of the applicable Material and refund all fees the State has paid SymbioSys under the Contract. SymbioSys will not indemnify the State if the State alters the Material without SymbioSys' consent or uses it outside the scope of use identified in SymbioSys' user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. SymbioSys will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by SymbioSys. SymbioSys 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 SymbioSys without SymbioSys' consent.

## 1. WARRANTIES

### 1.1 Services

SymbioSys warrants that the modifications and Enhancements will operate to conform to the Specifications, terms, and requirements of the Contract.

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**1.2 Software**

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

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

**1.3 Non-Infringement**

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

**1.4 Viruses; Destructive Programming**

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

**1.5 Compatibility**

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

**1.6 Services**

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

**1.7 Personnel**

SymbioSys warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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**2. WARRANTY SERVICES**

SymbioSys agrees to maintain, repair, and correct Deficiencies in the System Software, 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, 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 System Software in accordance with the Specifications and Terms of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, Terms and requirements of the Contract;
- c. SymbioSys 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. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, SymbioSys shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information; 6) resolved by; 7) identifying number i.e. work order number; 8) issue identified by.
- g. SymbioSys 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
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by SymbioSys no later than five (5) business days, unless specifically extended in writing by the State and at no additional cost to the State.

In the event SymbioSys fails to correct a deficiency within the allotted period of time, the State may, at its option, 1) declare SymbioSys in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return Symbiosys' product and receive a full refund for all amounts paid to SymbioSys, including but not limited to, any applicable license fees within (90) days of notification to SymbioSys of the State's intent to request a refund; and 3) to pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare SymbioSys in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

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WARRANTY AND WARRANTY SERVICES

**3. WARRANTY PERIOD**

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for 120 days.

For subsequent modules or functions, the Warranty period will extend for 120 day periods after each of the remaining major functions or modules, integrated successfully with the entire system, receives a Letter of Acceptance from the State.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, SymbioSys shall correct the Deficiency, and a new 120 day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 120 consecutive calendar days.

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TRAINING SERVICES

SymbioSys shall provide the following Training Services.

**A. TRAINING**

All courses are to be offered on-site in New Hampshire.

**1. User Training BARTS**

OnPoint staff will provide NHES/DoIT staff with onsite hands-on training tuned to meet NHES needs.

Training will be live interactive training that addresses all aspects of BARTS, combining lectures, software demonstrations, hands-on workshops and training materials.

NHES will provide a training room to accommodate a class size of 15 with workstations and internet access for each student. The subject matter lends itself best to benefit payment control personnel, as well as fraud investigators, and Labor Market Information staff.

**Administrative Training:**

Designed for one or two Agency-users --BARTS administrators  
Identifies how to navigate the system, manage user security roles, customize field names, hide fields and view how tables are linked.

**End User Training:**

Designed for benefit payment control personnel, fraud investigators, and Labor Market Information staff. Concentration in fraud investigation.  
Designed as a Train the Trainer course  
Addresses navigation, functions and features of the BARTS system

Training manuals are updated prior to implementation.

OnPoint provides HELP interfaces by hyperlink from each Web page of BARTS.

Complete copies of the updated HELP documents are uploaded to the application without cost as part of the Assurance and Certification Program granted to the State free for the first year.

**2. User Training SIDES/SEW**

SymbioSys Subject Matter experts will conduct the end user training jointly with the State program lead or Subject Matter Expert.

SymbioSys will prepare all Training Material and set up live demonstrations for the training. This is a two-day instructor led in classroom format training.

**Material covered:**

Concept of Operations (SIDES/SEW) (SymbioSys Trainer)  
Terminology (SIDES) (SymbioSys Trainer)  
Definition of Codes (SIDES/SEW) (SymbioSys Trainer)  
Change in procedures for handling and processing information (NHES)  
Change in timelines for managing and processing returned information (NHES)  
Trouble shooting and issue resolution (SymbioSys Trainer)



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### 3. User Training Other

All other training will follow the Train the Trainer approach. The SymbioSys Team shall lead the State in identifying and categorizing its end users.

Depending on the materials, the number of identified trainers trained may differ. Training will be onsite for ½ day to 4 days in duration in an instructor led classroom format

SymbioSys will prepare the training materials and training scripts. Training will consist of presentations, live demonstrations of the system, requirements demonstrations and release notes.

SymbioSys will work with the NHES Project Manager to workout logistics, participants, training content and outcome expectations. There will be a participant survey to gauge effectiveness of each training course.

SymbioSys will update the existing Training Materials for the given module or group. Context sensitive HELP on the topic will also be updated.

General training format includes:

- Overview of the functionality covered
- Review of the workflow (or changes to the workflow) and business processes
- Actual demonstration of the system component(s).
- Actual hands-on practice sessions for students
- Discussion and Q&A session
- Feedback and participant survey.

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NH DEPARTMENT OF EMPLOYMENT SECURITY RFP 2011-070 (WITH ADDENDA)  
INCORPORATED

New Hampshire Department of Employment Security RFP 2011-070, with all included addenda, are included by reference as binding deliverables to this contract.

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CONTRACTOR PROPOSAL BY REFERENCE

SymbioSys Solutions, Inc.'s Proposal and Best and Final Offer dated May 20, 2011 to the New Hampshire Department of Employment Security is incorporated herein by reference.

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CERTIFICATES AND ATTACHMENTS

Attached are:

- A. SymbioSys Solutions, Inc.'s Certificate of Vote/Authority
- B. SymbioSys Solutions, Inc.'s Certificate of Good Standing
- C. SymbioSys Solutions, Inc.'s Certificate of Insurance

**SYMBIOSYS SOLUTIONS, INC**  
**CERTIFICATE OF VOTE**

(Corporation Without Seal)

I, JYOTHI SHANKER, do hereby certify that:  
(Name of the Officer of the Corporation; cannot be contract signatory)

1. I am the duly elected Officer/President of SYMBIOSYS SOLUTIONS, INC.  
(Corporation Name)

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on May 25<sup>th</sup>, 2011:  
(Date)

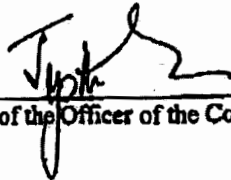
**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in the NHES RFP 2011-070.

**RESOLVED:** That the Chief Operating Officer  
(Title of Contract Signatory)  
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the date of signing herein.


4. ARVIND RANADE is the duly elected Chief Operating Officer  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Corporation.

Dated this 7<sup>th</sup> day of June, 2011.

  
\_\_\_\_\_  
(Signature of the Officer of the Corporation)

Commonwealth of Kentucky  
County of JEFFERSON

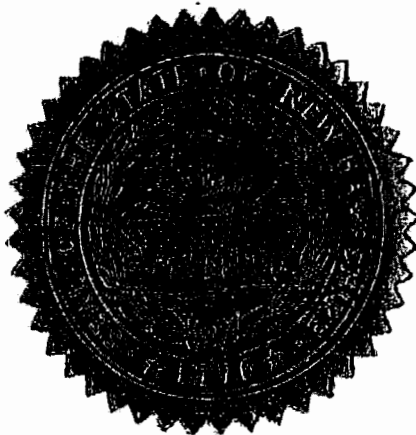
This instrument was acknowledged before me on the 7<sup>th</sup> day of June, 2011 by Jyothi Shanker as President of SymbioSys Solutions, Inc.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires 9-8-2014

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 SYMBIOSYS SOLUTIONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 8, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1<sup>st</sup> day of June, A.D. 2011

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

William M. Gardner  
Secretary of State

