

102A

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel: (603) 271-3144



Paul K. Leather
Deputy Commissioner
Tel: (603) 271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DEPT. OF EDUCATION CITIZENS SERVICES 1-800-339-9900
21 South Fruit Street, Suite 20
Concord, NH 03301
603-271-3471 TTY/V

May 18, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Education to amend a **sole source** contract with Iron Data Solutions, Inc. of Memphis, Tennessee (Vendor # 175461) originally approved by the Governor and Council on February 8, 2006 (Item # 68) subsequently amended by the Governor and Council on July 15, 2010 (Item # 79) for the purpose of extending the maintenance and support of the Disability Determination Services' Case Expert System and to provide enhancements and training. This amendment extends the time limitation from June 30, 2015 to June 30, 2020 and increases the price limitation by \$513,725 from \$720,000 to \$1,233,725 effective upon Governor and Council approval. **100% Federal.**

Funding is available in the account entitled Disability Determination Services for FY 2016, FY 2017, FY 2018, FY 2019, FY 2020 pending legislative approval of the next three biennial budgets:

FY 2016	06-56-56-565510-40400000-102-500731	\$100,000
FY 2017	06-56-56-565510-40400000-102-500731	\$100,000
FY 2018	06-56-56-565510-40400000-102-500731	\$100,000
FY 2019	06-56-56-565510-40400000-102-500731	\$104,500
FY 2020	06-56-56-565510-40400000-102-500731	\$109,225

EXPLANATION

This is a **sole source** contract because the Case Expert System is a proprietary case management system owned and managed by Iron Data Solutions Inc. and is one of the three federally approved systems. The Department of Education, Bureau of Disability Determination Services currently processes approximately 13,000 individual claim records using a proprietary claim management system created and maintained by VERSA Management Systems, Inc., d/b/a Iron Data to manage our Disability Determination Service program. VERSA Management Systems, Inc. d/b/a Iron Data now enters into all contracts under the name Iron Data Solutions, Inc.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
May 18, 2015
Page Two

The Case Expert System is used for receiving federal claims, claim development, generating financial authorizations for services, claim closure and uploading claim data back to the federal repository.

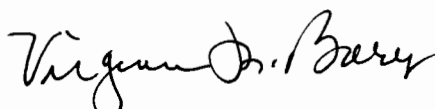
Iron Data Solutions, Inc. has intimate knowledge of this computer system having been used for over twenty-three years to manage and enhance this system. The system is one of three federally approved systems to handle claims management throughout the country. Iron Data Solutions, Inc. contracts with one third of the states and districts performing the task of disability determination. Federally mandated changes are paid for and implemented on a nationwide scale with funding provided directly by the Social Security Administration (SSA).

The maintenance and enhancements that are required under this contract will keep the NH Disability Determination Services program in compliance with US SSA Federal Regulations. It is important to keep this federal basic support program in compliance so that we may continue to receive funding from the US Government. Additionally, this client management system continues to evolve in ways that support further state business process improvement for the NH Disability Determination Service program. Iron Data Solutions, Inc. is the only company that can incorporate any changes to their proprietary system. The decision was made not to change vendors at this time based on the additional cost that would be needed for another vendor to acquire the programmatic knowledge necessary.

Iron Data Solutions, Inc. has demonstrated a high level of quality and performance. The Department feels that this vendor is the best vendor to continue to enhance and maintain the Disability Determination Services' Case Expert System.

In the event that the federal funds are no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

May 7, 2015

Virginia Barry, Ph.D., Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

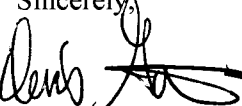
Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Iron Data Solutions, Inc. (formerly, Versa Management System) of Memphis, TN, Vendor Number 175461 as described below and referenced as DoIT No. 2006-022B.

This is a request to amend a sole source technical support and maintenance services contract for the Disability Determination Services (DDS) case management application. The amendment will become effective upon Governor and Council approval through June 30, 2020. The amount of the amendment is \$513,725.00, increasing the contract value from \$720,000 to \$1,233,725.00.

This project is set forth in the Department of Education Strategic Information Technology Plan dated October 18, 2005, Project Name: Disabilities Determination Services, Project #109.

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

Sincerely,

Denis Goulet

DG/mh
Contract 2006-022B

cc: Chris Hensel, DoIT IT Leader
Leslie Mason, DoIT Contracts Manager

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-022, on February 8, 2006, Item #68 (herein after referred to as the "Agreement"), Iron Data Solutions, Inc. of Chesterfield, MO (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Statement of Work ("SOW") Section 13.7: *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 wishes to increase the contract price, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$513,725.00 to bring the total contract price to \$1,233,725.00.

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 # 2006-022	AMENDED TEXT
Contract Agreement (Page 1)	
Section 1.4 Contractor Address	
Section 1.6 Completion Date	
Section 1.8 Price Limitation	
Contract # 2006-022	
Statement of Work	
Introductory Paragraph (Page 5)	Delete the introductory paragraph and replace with: This Contract is by and between the State of New Hampshire, through the NH Department of Education – Division of Career Technology and Adult Learning, Disability Determination Service Office (the "State"), and Iron Data Solutions, Inc. ("Contractor" or "The Contractor") having its principal place of business at 3400 Players Club Parkway, Ste#300, Memphis, TN 38125
Section 2.0 Contract Term Contract	Delete sections 2.0 Contract Term and replace with; The Contract shall take effect after full execution by the parties. And the receipt of required governmental approvals, including but not limited to, Governor and Executive Council approval (the "Effective Date"). The Contract term will be for 5 (five) years, which shall not extend beyond June 30, 2020.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

Term									
Section 4.1 Contractor Contract Manager	Delete Section 4.1: <i>Contractor Contract Manager</i> and replace with: 4.1 The Contractor Contract Manager The Contractor shall assign to the contract a Contract Manager who shall be responsible for all Contract authorization and administration. <u>Iron Data Solution, Inc.</u> 's Contract Manager is: Karen M. Edelen Finance Manager Iron Data Solutions, Inc. 400 S. Woods Mill Rd., Suite 150 Chesterfield, MO 63017-3430 Tel: (314) 744-7317 Fax: (314) 744-7370 Email: karen.edelen@irondata.com or the designated successor.								
Section 4.2.2	Delete Section 4.2.2 and replace with: 4.2.2 The Iron Data Solutions, Inc. Project Manager is: Ken McCracken Iron Data Solutions, Inc. 200 Yorkland Blvd., Suite 1200 Toronto, ON, M2J 5C1 Tel: (416) 493-1833 X562 Fax: (416) 493-5824 Email: ken.mccracken@irondata.com or the designated successor.								
Section 4.3.1	Delete Section 4.3.1 and replace with: 4.3.1 The Contractor Key Project Staff shall consist of the following individuals in roles as identified below: Key Members of the <u>Iron Data Solution, Inc.</u> Team are: <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Contractor's Team -Key Member(s)</u></th> <th style="text-align: center;"><u>Title</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Ken McCracken</td> <td style="text-align: center;">Project Manager</td> </tr> <tr> <td style="text-align: center;">Ken McCracken</td> <td style="text-align: center;">Technical Project Lead</td> </tr> <tr> <td style="text-align: center;">Edith Popescu</td> <td style="text-align: center;">Functional Project Lead</td> </tr> </tbody> </table>	<u>Contractor's Team -Key Member(s)</u>	<u>Title</u>	Ken McCracken	Project Manager	Ken McCracken	Technical Project Lead	Edith Popescu	Functional Project Lead
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Ken McCracken	Project Manager								
Ken McCracken	Technical Project Lead								
Edith Popescu	Functional Project Lead								
Section 4.4 State Contract Manager	Delete section 4.4; <i>State Contract Manager</i> and replace with : DDS Administrator Department of Education, Disability Determination Service Office 21 South Fruit Street Suite 30, Concord, NH 03301								

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

State Contract Manager	<p>TEL: (603) 271-3341 X306 FAX: (603) 271-1114 EMAIL: TBD</p> <p>Or a designated successor.</p>																
Section 4.5 State Project Manager	<p>Delete section 4.5; <i>State Project Manager</i> and replace with: Rayne Leavitt-Esmel Department of Education, Disability Determination Service Office 21 South Fruit Street Suite 30, Concord, NH 03301 TEL: (603) 271-334 X309 FAX: (603) 271-1114 EMAIL: Rayne.Leavitt-Esmel@SSA.gov</p> <p>Or a designated successor</p>																
Section 13.6 Dispute Resolution	<p>Delete the <i>Dispute Resolution Responsibility and Schedule Table</i> and replace with:</p> <p>Dispute Resolution Responsibility and Schedule Table</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">LEVEL</th> <th style="width: 25%;">IRON DATA</th> <th style="width: 30%;">THE STATE</th> <th style="width: 30%;">CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td>Primary</td> <td>Project Manager Ken McCracken</td> <td>State Project Manager (PM) DDS Administrator</td> <td>5 Business Days</td> </tr> <tr> <td>First</td> <td>Contract Manager Karen M. Edelen</td> <td>State Project Management Team (PMT) DDS Administrator, & Rayne Leavitt-Esmel</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>Vice-President Contracts & Business Operation Brian Combs</td> <td>State Contracting Officer (CO) Paul Leather</td> <td>15 Business Days</td> </tr> </tbody> </table>	LEVEL	IRON DATA	THE STATE	CUMULATIVE ALLOTTED TIME	Primary	Project Manager Ken McCracken	State Project Manager (PM) DDS Administrator	5 Business Days	First	Contract Manager Karen M. Edelen	State Project Management Team (PMT) DDS Administrator, & Rayne Leavitt-Esmel	10 Business Days	Second	Vice-President Contracts & Business Operation Brian Combs	State Contracting Officer (CO) Paul Leather	15 Business Days
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Contract # 2006-022 Exhibit A Section #	AMENDED TEXT																
Section 2.0 Deliverables	<p>Delete Section 2.0: <i>Deliverables</i> and replace with the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Part number</th> <th style="width: 80%;">Description</th> </tr> </thead> <tbody> <tr> <td>Year 1 – Date of GNC Approval- 6/30/2006</td> <td>Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests</td> </tr> <tr> <td>Year 2 – 7/01/2006 – 6/30/2007</td> <td>Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests</td> </tr> <tr> <td>Year 3 – 7/01/2007 – 6/30/2008</td> <td>Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests</td> </tr> <tr> <td>Year 4 – 7/01/2008 – 6/30/2009</td> <td>Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests</td> </tr> <tr> <td>Year 5-7/01/2009 – 6/30/2010</td> <td>Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests</td> </tr> </tbody> </table>	Part number	Description	Year 1 – Date of GNC Approval- 6/30/2006	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Year 2 – 7/01/2006 – 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Year 3 – 7/01/2007 – 6/30/2008	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Year 4 – 7/01/2008 – 6/30/2009	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Year 5 -7/01/2009 – 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests				
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

	Extension Year 1 – 7/1/2010 – 6/30/2011	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests													
	Extension Year 2 – 7/01/2011 – 6/30/2012	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests													
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	Extension Year 5 – 7/01/2014 – 6/30/2015	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests													
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	Extension Year 5 – 7/01/2019 – 6/30/2020	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests													
Contract # 2006-022 Exhibit B Section #															
Section 1.1 Not to Exceed	Delete Table 1-1: Not to Exceed and replace with the following: <table border="1" data-bbox="327 1566 1394 1967"> <thead> <tr> <th data-bbox="332 1566 475 1633">Part number</th> <th data-bbox="475 1566 901 1633">Description</th> <th data-bbox="901 1566 1389 1633"></th> </tr> </thead> <tbody> <tr> <td data-bbox="332 1633 475 1772"> Year 1 – 2/8/2006 – 6/30/2006 </td> <td data-bbox="475 1633 901 1772"> Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests </td> <td data-bbox="901 1633 1389 1772"> Fixed Fee Annual Maintenance \$15,000.00 Optional Services not to exceed <u>\$100,000.00</u> Year total not to exceed \$115,000.00 </td> </tr> <tr> <td data-bbox="332 1772 475 1906"> Year 2 – 7/01/2006 – 6/30/2007 </td> <td data-bbox="475 1772 901 1906"> Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests </td> <td data-bbox="901 1772 1389 1906"> Fixed Fee Annual Maintenance \$16,000.00 Optional Services not to exceed <u>\$39,000.00</u> Year total not to exceed \$55,000.00 </td> </tr> <tr> <td data-bbox="332 1906 475 1967"> Year 3 – 7/01/2007 – </td> <td data-bbox="475 1906 901 1967"> Software Support Services and Maintenance, Optional Services to </td> <td data-bbox="901 1906 1389 1967"> Fixed Fee Annual Maintenance \$17,000.00 Optional Services not to exceed <u>\$38,000.00</u> </td> </tr> </tbody> </table>			Part number	Description		Year 1 – 2/8/2006 – 6/30/2006	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$15,000.00 Optional Services not to exceed <u>\$100,000.00</u> Year total not to exceed \$115,000.00	Year 2 – 7/01/2006 – 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$16,000.00 Optional Services not to exceed <u>\$39,000.00</u> Year total not to exceed \$55,000.00	Year 3 – 7/01/2007 –	Software Support Services and Maintenance, Optional Services to	Fixed Fee Annual Maintenance \$17,000.00 Optional Services not to exceed <u>\$38,000.00</u>
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

6/30/2008	include: Training and special Enhancement Programming Requests	Year total not to exceed \$55,000.00
Year 4 – 7/01/2008 – 6/30/2009	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$18,000.00 Optional Services not to exceed <u>\$37,000.00</u> Year total not to exceed \$55,000.00
Year 5- 7/01/2009 – 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$19,000.00 Optional Services not to exceed <u>\$36,000.00</u> Year total not to exceed \$55,000.00
Extension Year 1 – 7/1/2010 – 6/30/2011	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$25,000.00 Optional Services not to exceed <u>\$50,000</u> Year total not to exceed \$75,000
Extension Year 2 – 7/01/2011 – 6/30/2012	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$25,000.00 Optional Services not to exceed <u>\$50,000</u> Year total not to exceed \$75,000
Extension Year 3 – 7/01/2012 – 6/30/2013	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$27,500.00 Optional Services not to exceed <u>\$50,000</u> Year total not to exceed \$77,500
Extension Year 4 – 7/01/2013 – 6/30/2014	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$27,500.00 Optional Services not to exceed <u>\$50,000</u> Year total not to exceed \$77,500
Extension Year 5 – 7/01/2014 – 6/30/2015	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$30,000.00 Optional Services not to exceed <u>\$50,000</u> Year total not to exceed \$80,000
Extension Year 1 – 7/01/2015 – 6/30/2016	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$90,000.00, Optional Services not to exceed <u>\$10,000.00</u> Year total not to exceed \$100,000.00
Extension Year 2 – 7/01/2016 – 6/30/2017	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$90,000.00 Optional Services not to exceed <u>\$10,000.00</u> Year total not to exceed \$100,000.00
Extension Year 3 – 7/01/2017 – 6/30/2018	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$90,000.00 Optional Services not to exceed <u>\$10,000.00</u> Year total not to exceed \$100,000.00
Extension Year 4 – 7/01/2018 – 6/30/2019	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$94,500.00 Optional Services not to exceed <u>\$10,000.00</u> Year total not to exceed \$104,500.00
Extension Year 5 – 7/01/2019 –	Software Support Services and Maintenance, Optional Services to include: Training and special	Fixed Fee Annual Maintenance \$99,225.00 Optional Services not to exceed <u>\$10,000.00</u> Year total not to exceed \$109,225.00

**STATE OF NEW HAMPSHIRE
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	6/30/2020	Enhancement Programming Requests																																					
	GRAND TOTAL		\$513,725.00																																				
Section 5 Payment Address	Delete Section 5: <i>Payment Address</i> and replace with: 5. PAYMENT ADDRESS All payments to be made to the following address: Iron Data Solutions, Inc. PO Box 643845 Cincinnati, OH 45264-8345																																						
	Delete Table 1-2: <i>Iron Data Solution, Inc. Rates Pricing Worksheet</i> and replace with the following:																																						
	<table border="1"> <thead> <tr> <th colspan="6">Table 1-2 Iron Data Solutions, Inc. Rates Pricing Worksheet (Hourly Rates)</th> </tr> <tr> <th colspan="6">These rates are for future development purposes for deliverable pricing.</th> </tr> <tr> <th>Position Title</th> <th>SFY 2016 7/1/2015 6/30/2016</th> <th>SFY 2017 7/1/2016- 6/30/2017</th> <th>SFY 2018 7/1/2017- 6/30/2018</th> <th>SFY 2019 7/1/2018- 6/30/2019</th> <th>SFY 2020 7/1/2019- 6/30/2020</th> </tr> </thead> <tbody> <tr> <td>Senior Analyst Desktop</td> <td>175.00</td> <td>180.00</td> <td>189.00</td> <td>198.00</td> <td>208.00</td> </tr> <tr> <td>Senior Analyst Legacy Applications</td> <td>175.00</td> <td>180.00</td> <td>189.00</td> <td>198.00</td> <td>208.00</td> </tr> <tr> <td>DDS Programmer/Analyst</td> <td>170.00</td> <td>175.00</td> <td>184.00</td> <td>193.00</td> <td>203.00</td> </tr> </tbody> </table>			Table 1-2 Iron Data Solutions, Inc. Rates Pricing Worksheet (Hourly Rates)						These rates are for future development purposes for deliverable pricing.						Position Title	SFY 2016 7/1/2015 6/30/2016	SFY 2017 7/1/2016- 6/30/2017	SFY 2018 7/1/2017- 6/30/2018	SFY 2019 7/1/2018- 6/30/2019	SFY 2020 7/1/2019- 6/30/2020	Senior Analyst Desktop	175.00	180.00	189.00	198.00	208.00	Senior Analyst Legacy Applications	175.00	180.00	189.00	198.00	208.00	DDS Programmer/Analyst	170.00	175.00	184.00	193.00	203.00
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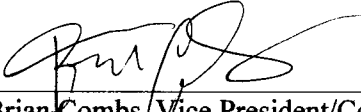
Table 3 Contract 2006-022 Case Expert Enhancement and Maintenance, Contract Amendment Descriptions

CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-022	Original Contract	2/8/2006	\$335,000.00
Amendment # A	First Amendment (A)	7/14/2010	\$385,000.00
Amendment # B	Second Amendment (B)	Upon G&C Approval	\$513,725.00
	CONTRACT TOTAL		\$1,233,725.00

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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A



Brian Combs, Vice President/Contracts
& Business Operation
Iron Data Solutions, Inc.

Date: 4-7-2015

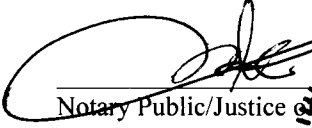
Corporate Signature Notarized:

STATE OF Virginia


COUNTY OF Prince William

On this the 07 day of April, 2015, before me, Luis Chicas, the undersigned Officer Brian Combs, personally appeared and acknowledged her/himself to be the Vice president, of Iron Data Solutions, a corporation, and that she/he, as such 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 Vice president.

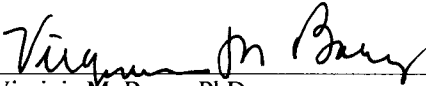
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public/Justice of the Peace
My Commission Expires: _____
(SEAL)



State of New Hampshire



Virginia M. Barry, PhD.
Commissioner of Education
State of New Hampshire
Department of Education

Date: 5/20/15

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



State of New Hampshire, Department of Justice

Date: 5/22/15

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 Iron Data Solutions, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 26, 2012. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

Certificate of Vote

CERTIFICATE

(Corporation Without Seal)

I, Dan Smith, Clerk/Secretary of the
Iron Data Solutions, Inc., do hereby certify that:

- (1) I am duly elected and acting Clerk/Secretary of the Iron Data Solutions, Inc., a
Delaware corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting was duly held on the 20th day of
April, 2015, which meeting was duly held in accordance with
Delaware (State of incorporation) law and the by-laws of the Corporation:

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

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

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof:

(6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Tom Sechler President

Brian Combs Vice President

Dan Smith Treasurer

Certificate of Vote

and;

(7) the corporation had no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 20th day of April, 2015.



Clerk/Secretary

STATE OF Virginia

COUNTY OF Arlington

On this the 20th day of April, 2015, before me

Chyann Mering, the undersigned Officer, personally appeared

Daniel Smith, who acknowledged her/himself to be the

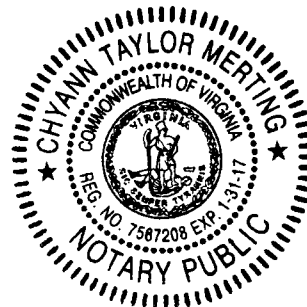
Secretary, of Iron Data Solutions, Inc., a corporation, and that

she/he, as such secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Daniel Smith.

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

Chyann Mering
Notary Public/Justice of the Peace

My Commission Expires: 1-31-17



**UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
IRON DATA SOLUTIONS, INC.**

December __, 2013

The undersigned, being all of the members of the Board of Directors (the "Board") of Iron Data Solutions, Inc., a Delaware corporation (the "Corporation"), do hereby waive all notice of the time, place and purpose of a meeting and consent and agree to the adoption of the following recitals and resolutions by written consent in lieu of holding a meeting:

REMOVAL OF OFFICER

RESOLVED, that Will Anderson hereby is hereby removed from his position as a Vice President of the Corporation.

APPOINTMENT OF OFFICER

WHEREAS, effective as of the date hereof, the Board desires to appoint Brian T. Combs to serve as a Vice President of the Corporation, until his successor is appointed or until his earlier resignation or removal.

NOW, THEREFORE, BE IT RESOLVED, that, effective as of the date hereof, Brian T. Combs is hereby appointed as a Vice President, until his successor is appointed or until his earlier resignation or removal;

GENERAL AUTHORITY

FURTHER RESOLVED, that all actions previously taken by the Board with respect to the foregoing resolutions are hereby approved, ratified and confirmed in all respects;

FURTHER RESOLVED, that the officers of the Corporation, or any one of them acting alone, be, and hereby is, authorized and directed to take or cause to be taken such further actions, in the name and on behalf of the Corporation as such officer or officers may deem necessary or advisable to carry into effect the intent and purpose of the foregoing resolutions; and

FURTHER RESOLVED, that this consent may be signed in any number of counterparts and by facsimile, photo or electronic signature, each of which shall be deemed to be an original, and all of which taken together shall be deemed to be a single consent.

[Signature page follows]

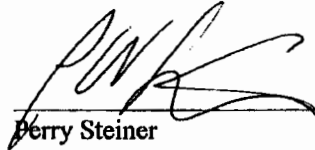
IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.



Michael H. Lustbader

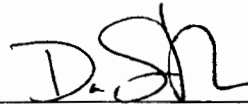


Tom Sechler



Perry Steiner

Matthew Rich



Dan Smith

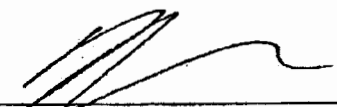
Being all of the directors of the Corporation

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

Michael H. Lustbader

Tom Sechler

Perry Steiner



Matthew Rich

Dan Smith

Being all of the directors of the Corporation



CERTIFICATE OF LIABILITY INSURANCE

6/30/2015

DATE (MM/DD/YYYY)

3/13/2015

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).

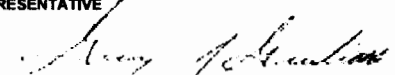
PRODUCER Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great Northern Insurance Company		20303
INSURER B : Federal Insurance Company		20281
INSURER C : Chubb Indemnity Insurance Company		12777
INSURER D : Lloyd's Syndicate 1225 AEGIS Managing Agency Limited		27225
INSURER E : Berkley Regional Insurance Company		29580
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 13398107 **REVISION NUMBER:** XXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	3598-70-78	6/30/2014	6/30/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	7358-00-78	6/30/2014	6/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	7988-43-04	6/30/2014	6/30/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
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	N/A	7173-93-62	4/30/2015	4/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B E	Tech E&O Crime (Primary & Excess)	N	N	MEDTE1301021 8223-7751 BCR-71001267	6/30/2014 6/30/2014 6/30/2014	6/30/2015 6/30/2015 6/30/2015	Limit \$3,000,000 Ded \$25,000 Limit \$10,000,000 Ded \$25,000

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

CERTIFICATE HOLDER 13398107 State of New Hampshire Department of Education Commissioner 101 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
DEPT. OF EDUCATION CITIZENS SERVICES 1-800-339-9900
21 South Fruit Street, Suite 20
Concord, NH 03301
603-271-3471 TTY/V

FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 7/15/10
APPROVED: _____
Page # *79
Item # _____

May 26, 2010

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

REQUESTED ACTION

1. Authorize the Department of Education to amend a sole source contract with VERSA Management Systems, Inc., d/b/a Iron Data of Oak Park, Illinois (Vendor # 175461) originally approved by the Governor and Council on February 8, 2006 (Item # 68) by increasing the contract amount by \$385,000 not to exceed \$720,000, for the five year period effective upon Governor and Council approval through June 30, 2015 for maintenance and enhancements to the existing Disability Determination Service claims management system.

Funds are available, and are anticipated to be available with the passage of the biennial budgets, for FY 2011, FY 2012, FY 2013, FY 2014, and FY 2015 in the following accounts:

<u>SFY</u>	<u>Funding</u>	<u>Amounts</u>
2011	06-56-56-565510-40400000	\$75,000.00
2012	06-56-56-565510-40400000	\$75,000.00
2013	06-56-56-565510-40400000	\$77,500.00
2014	06-56-56-565510-40400000	\$77,500.00
2015	06-56-56-565510-40400000	\$80,000.00

2. Authorize payment for services rendered and approved in lieu of withholding at least 25% of the total value of the contract.

EXPLANATION

The Department of Education, Bureau of Disability Determination Services currently processes approximately 13,000 individual claim records using a claim management system (VERSA v14.2 and eDib 18.0) created and maintained by VERSA Management Systems, Inc., to manage our Disability Determination Service program.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 26, 2010
Page Two

The VERSA system is used for receiving federal claims, claim development, generating financial authorizations for services, claim closure and uploading claim data back to the federal repository.

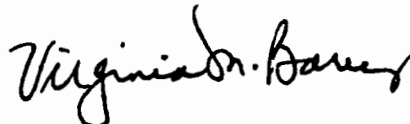
VERSA Management Systems, Inc. has intimate knowledge of this computer system having been used for over eighteen years to manage and enhance this system. The system is one of three federally approved systems to handle claims management throughout the country. VERSA is used by one third of the states and districts performing the task of disability determination. Federally mandated changes are paid for and implemented on a nationwide scale with funding provided directly by the Social Security Administration.

The maintenance and enhancements that are required under this contract will keep the NH Disability Determination Services program in compliance with US Social Security Administration's Federal Regulations. It is important to keep this federal basic support program in compliance so that we may continue to receive funding from the US Government. Additionally, this client management system continues to evolve in ways that support further state business process improvement for the NH Disability Determination Services program. VERSA Management Systems, Inc. is the only company that can incorporate any changes to their proprietary system. The decision was made not to change vendors at this time based on the additional cost that would be needed for another vendor to acquire the programmatic knowledge necessary to provide enhancements and maintenance.

VERSA Management Systems, Inc. has demonstrated a high level of quality and performance. The Department feels that this vendor is the best vendor to continue to enhance and maintain the NH DDS system.

In the event that the federal funds are no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education



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/doiit

Peter C. Hastings
Interim Commissioner

June 9, 2010

Virginia Barry, Ph.D., Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Barry:

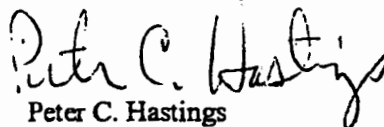
This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to amend a contract with Versa Management Systems Inc., d/b/a Iron Data, of Oak Park, Illinois, Vendor Number 175461 as described below and referenced as DoIT No. 2006-022A.

This is a request to amend a sole source technical support and maintenance services contract for the Versa proprietary case management application. The amendment will become effective upon Governor and Council approval through June 30, 2015. The amount of the amendment is \$385,000, increasing the contract value from \$335,000 to \$720,000.

This project is set forth in the Department of Education Strategic Information Technology Plan dated October 18, 2005, Project Name: Disabilities Determination Services, Project #109.

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

Sincerely,


Peter C. Hastings

PCH/ltn
OIT 2006-022A
A&E RID #9744

cc: Chris Hensel, DoIT IT Leader
Leslie Mason, DoIT Contracts Manager
Peggy Vieira, DOE Administrator

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2006-022, on February 8, 2006, Item #68 (herein after referred to as the "Agreement"), Versa Management Systems, Inc. d/b/a Iron Data of Oak Park, IL (hereinafter referred to as the "Vendor"), agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Education (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Statement of Work ("SOW") Section 13.7: *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 wishes to increase the contract price, the Department and the Vendor seek to clarify the Agreement.

WHEREAS, the Department wishes to increase the contract price by \$385,000 to bring the total contract price to \$720,000.

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 # 2006-022	AMENDED TEXT
Contract Agreement (Page 1)	
Section 1.4 Contractor Address	Amend Section 1.6 of the Contract Agreement to reflect a new Vendor address: VERSA Management Systems, Inc. d/b/a Iron Data 617 Wesley Avenue, P. O. Box 1404 Oak Park, Illinois 60304
Section 1.6 Completion Date	Amend Section 1.6 of the Contract Agreement to reflect a new completion date of June 30, 2015.
Section 1.8 Price Limitation	Amend Section 1.8 of the Contract Agreement by increasing the Price Limitation from \$335,000 to \$720,000.
Contract # 2006-022	
Statement of Work	
Introductory Paragraph (Page 5)	Delete the introductory paragraph and replace with: This Contract is by and between the State of New Hampshire, through the NH Department of Education – Division of Adult Learning and Rehabilitation, Disability Determination Service Office (the "State"), and VERSA Management Systems, Inc. d/b/a Iron Data ("Contractor" or "The Contractor") having its principal place of business at 617 Wesley Avenue, Oak Park, Illinois, 60304.
Section 4.1 Contractor	Delete Section 4.1: <i>Contractor Contract Manager</i> and replace with:

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

Contract Manager	<p>4.1 The Contractor Contract Manager The Contractor shall assign to the contract a Contract Manager who shall be responsible for all Contract authorization and administration. VERSA Management Systems, Inc.'s Contract Manager is:</p> <p style="padding-left: 40px;">Karen M. Edelen Finance Manager Iron Data – St. Louis 400 S. Woods Mill Rd., Suite 150 Chesterfield, MO 63017-3430 Tel: (314) 744-7317 Fax: (314) 744-7370 Email: karen.edelen@irondata.com</p> <p style="text-align: center;">or the designated successor.</p>								
Section 4.2.2	<p>Delete Section 4.2.2 and replace with:</p> <p style="padding-left: 40px;">4.2.2 The VERSA Management Systems, Inc. Project Manager is:</p> <p style="padding-left: 40px;">Ken McCracken VERSA Management Systems Inc. d/b/a Iron Data 200 Yorkland Blvd., Suite 1200 Toronto, ON, M2J 5C1 Tel: (416) 493-1833 X562 Fax: (416) 493-5824 Email: ken.mccracken@irondata.com</p> <p style="text-align: center;">or the designated successor.</p>								
Section 4.3.1	<p>Delete Section 4.3.1 and replace with:</p> <p style="padding-left: 40px;">4.3.1 The Contractor Key Project Staff shall consist of the following individuals in roles as identified below:</p> <p style="padding-left: 40px;">Key Members of the VERSA Team are:</p> <table style="margin-left: 80px; border: none;"> <thead> <tr> <th style="text-align: left;"><u>Contractor's Team -Key Member(s)</u></th> <th style="text-align: left;"><u>Title</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Ken McCracken</td> <td style="padding-left: 20px;">Project Manager</td> </tr> <tr> <td style="padding-left: 20px;">Ken McCracken</td> <td style="padding-left: 20px;">Technical Project Lead</td> </tr> <tr> <td style="padding-left: 20px;">Edith Popescu</td> <td style="padding-left: 20px;">Functional Project Lead</td> </tr> </tbody> </table>	<u>Contractor's Team -Key Member(s)</u>	<u>Title</u>	Ken McCracken	Project Manager	Ken McCracken	Technical Project Lead	Edith Popescu	Functional Project Lead
<u>Contractor's Team -Key Member(s)</u>	<u>Title</u>								
Ken McCracken	Project Manager								
Ken McCracken	Technical Project Lead								
Edith Popescu	Functional Project Lead								
Section 10.0 Change Orders	<p>Delete Section 10.0 and replace with:</p> <p>10. CHANGE ORDERS The State may make changes or revisions within the scope of the Contract at any time by written Change Order, which shall be approved in writing by the Department of Information Technology. Within ten (10) business days of Vendor's receipt of the Change Order, Vendor shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule or Exhibit I (Work Plan).</p>								

Initial all pages
Vendor Initials TLR

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

Vendor may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State will attempt to respond within ten (10) business days. The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All final Change Orders shall include original problem statement, specifications, anticipated timeline, hourly rate, number of hours, and staff positions, and shall be subject to the Contract amendment process described in Section 13 of the Contract as determined to apply by the State.

Section 13.16 Notice
Delete Section 13.16: *Notice* and replace with:

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

<p>TO THE VENDOR:</p> <p>Iron Data – St. Louis 400 S. Woods Mill Rd., Suite 150 Chesterfield, MO 63017</p> <p>Tel(314) 744-7317</p>	<p>TO STATE:</p> <p>State of New Hampshire Department of Education Disability Determination Service 21 South Fruit Street Suite 30 Concord, NH 03301 Tel: (603) 271-3341</p>
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Section 13.6 Dispute Resolution
Delete the *Dispute Resolution Responsibility and Schedule Table* and replace with:

Dispute Resolution Responsibility and Schedule Table

LEVEL	VERSA	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Project Manager Ken McCracken	State Project Manager (PM) Peggy Vieira	5 Business Days
First	Contract Manager Karen M. Edelen	State Project Management Team (PMT) Peggy Vieira, L.Brower, & Rayne Payeur	10 Business Days
Second	Vice-President Terry Ross	State Contracting Officer (CO) Paul Leather	15 Business Days

Contract # 2006-022 Exhibit A Section #

AMENDED TEXT

Section 2.0 Deliverables
Delete Section 2.0: *Deliverables* and replace with the following:

Part number	Description
Year 1 – Date of	Software Support Services and Maintenance, Optional Services to

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

	GNC Approval- 6/30/2006	include: Training and special Enhancement Programming Requests
	Year 2 – 7/01/2006 – 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Year 3 – 7/01/2007 – 6/30/2008	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Year 4 – 7/01/2008 – 6/30/2009	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Year 5-7/01/2009 – 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Extension Year 1 – 7/1/2010 – 6/30/2011	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Extension Year 2 – 7/01/2011 – 6/30/2012	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Extension Year 3 – 7/01/2012 – 6/30/2013	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Extension Year 4 – 7/01/2013 – 6/30/2014	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
	Extension Year 5 – 7/01/2014 – 6/30/2015	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
Contract # 2006-022 Exhibit B Section #		
Section 1.1 Not to Exceed	Delete Table 1-1: <i>Deliverables Schedule</i> and replace with the following:	
	Part number	Description
	Year 1 – 2/8/2006 – 6/30/2006	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests Fixed Fee Annual Maintenance \$15,000.00 Optional Services not to exceed \$100,000.00 Year total not to exceed \$115,000.00
	Year 2 – 7/01/2006 – 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests Fixed Fee Annual Maintenance \$16,000.00 Optional Services not to exceed \$39,000.00 Year total not to exceed \$55,000.00
	Year 3 – 7/01/2007 – 6/30/2008	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests Fixed Fee Annual Maintenance \$17,000.00 Optional Services not to exceed \$38,000.00 Year total not to exceed \$55,000.00
	Year 4 – 7/01/2008 –	Software Support Services and Maintenance, Optional Services to Fixed Fee Annual Maintenance \$18,000.00 Optional Services not to exceed \$37,000.00

Initial all pages
Vendor Initials TLJ

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

	6/30/2009	include: Training and special Enhancement Programming Requests	Year total not to exceed	\$55,000.00																									
	Year 5- 7/01/2009 – 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$19,000.00																									
			Optional Services not to exceed	\$36,000.00																									
			Year total not to exceed	\$55,000.00																									
	Extension Year 1 – 7/1/2010 – 6/30/2011	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$25,000.00																									
			Optional Services not to exceed	\$50,000																									
			Year total not to exceed	\$75,000																									
	Extension Year 2 – 7/01/2011 – 6/30/2012	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$25,000.00																									
			Optional Services not to exceed	\$50,000																									
			Year total not to exceed	\$75,000																									
	Extension Year 3 – 7/01/2012 – 6/30/2013	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$27,500.00																									
			Optional Services not to exceed	\$50,000																									
			Year total not to exceed	\$77,500																									
	Extension Year 4 – 7/01/2013 – 6/30/2014	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$27,500.00																									
			Optional Services not to exceed	\$50,000																									
			Year total not to exceed	\$77,500																									
	Extension Year 5 – 7/01/2014 – 6/30/2015	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance	\$30,000.00																									
			Optional Services not to exceed	\$50,000																									
			Year total not to exceed	\$80,000																									
	GRAND TOTAL			\$385,000																									
Section 5 Payment Address	Delete Section 5: <i>Payment Address</i> and replace with: 5. PAYMENT ADDRESS All payments to be made to the following address: Iron Data P. O. Box 643845 Cincinnati, OH 45264-3845																												
	Delete Table 1-2: <i>VERSA Management Systems Rates Pricing Worksheet</i> and replace with the following:																												
	<table border="1"> <tr> <th colspan="6">Table 1-2 VERSA Rates Pricing Worksheet (Hourly Rates)</th> </tr> <tr> <td colspan="6">These rates are for future development purposes for deliverable pricing.</td> </tr> <tr> <th>Position Title</th> <th>SFY 2011 7/1/2010 6/30/2011</th> <th>SFY 2012 7/1/2011- 6/30/2012</th> <th>SFY 2013 7/1/2012- 6/30/2013</th> <th>SFY 2014 7/1/2013- 6/30/2014</th> <th>SFY 2015 7/1/2014- 6/30/2015</th> </tr> <tr> <td>Project Manager</td> <td>170.00</td> <td>175.00</td> <td>175.00</td> <td>180.00</td> <td>180.00</td> </tr> </table>					Table 1-2 VERSA Rates Pricing Worksheet (Hourly Rates)						These rates are for future development purposes for deliverable pricing.						Position Title	SFY 2011 7/1/2010 6/30/2011	SFY 2012 7/1/2011- 6/30/2012	SFY 2013 7/1/2012- 6/30/2013	SFY 2014 7/1/2013- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015	Project Manager	170.00	175.00	175.00	180.00	180.00
Table 1-2 VERSA Rates Pricing Worksheet (Hourly Rates)																													
These rates are for future development purposes for deliverable pricing.																													
Position Title	SFY 2011 7/1/2010 6/30/2011	SFY 2012 7/1/2011- 6/30/2012	SFY 2013 7/1/2012- 6/30/2013	SFY 2014 7/1/2013- 6/30/2014	SFY 2015 7/1/2014- 6/30/2015																								
Project Manager	170.00	175.00	175.00	180.00	180.00																								

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A**

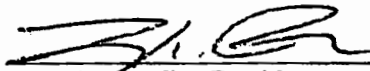
	Senior Consultant	155.00	160.00	160.00	165.00	165.00
	Technical Engineer	155.00	160.00	160.00	165.00	165.00
	Programmer Analyst	145.00	150.00	150.00	155.00	155.00

Table 3 Contract 2006-022 Case Expert Enhancement and Maintenance, Contract Amendment Descriptions

CONTRACT AND AMENDMENT #	AMENDMENT TYPE	EFFECTIVE DATE	CONTRACT AMOUNT
Contract #2006-022	Original Contract	2/8/2006	\$335,000.00
Amendment # A	First Amendment (A)	Upon G&C Approval	\$385,000.00
	CONTRACT TOTAL		\$720,000.00

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.


 Terry Ross, Vice President
 Versa Management Systems, Inc. d/b/a Iron Data

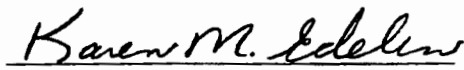
Date: 5-24-10

Corporate Signature Notarized:

STATE OF Missouri
 COUNTY OF St. Louis

On this the 24th day of May, 2010, before me, Terry L. Ross, the undersigned Officer _____, personally appeared and acknowledged her/himself to be the Vice-President, of Versa Management Systems dba Iron Data, a corporation, and that she/he, as such Vice-President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal


 Notary Public/Justice of the Peace

My Commission Expires:



**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Certificate of Vote**

CERTIFICATE

(Corporation Without Seal)

I, Kyle Klopfer, Clerk/Secretary of the

Versa Management Systems, Inc. d/b/a Iron Data, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the VMSI d/b/a Iron Data a
Illinois corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, 2010, which meeting was duly held in accordance with Illinois (State of incorporation) law and the by-laws of the Corporation:

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

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

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

Brock Philp President

Terry Ross Vice President

Kyle Klopfer Treasurer

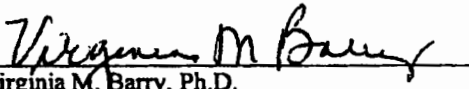
Initial All Pages:
Contractor Initials TLR

4/27/2010

DOE Case Expert - Cert of Vote

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
2006-022 CASE EXPERT ENHANCEMENT AND MAINTENANCE CONTRACT
AMENDMENT A

State of New Hampshire



Virginia M. Barry, Ph.D.
Commissioner of Education
State of New Hampshire
Department of Education

Date: 6/9/10

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



State of New Hampshire, Department of Justice

Date: 6/28/10

Initial all pages
Vendor Initials LR

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Amendment A
Confidentiality Clause**

CONFIDENTIALITY OF CLIENT INFORMATION

It is the rule of the New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, Disability Determination Service, that information regarding Agency clients is confidential. Any contractor of the Agency who has access to client information is enjoined to keep such information from being made available to persons who do not have a legitimate need to know such information. For example, client records should not be released to any person or agency except under the following conditions: a) to a person or agency who is carrying out rehabilitation services for any Agency client under contract, authorization of agreement with our Agency; b) by specific request and signed release of the client; c) by direct order of a court of law or higher administrative authority.

Agency contractors are enjoined not to discuss client information with members of their family or the general public when such information could reasonable be identified with a specific client.

Failure to exercise reasonable and prudent action in compliance with the above rule may result in mandatory discharge of the contractor concerned.

The contractor shall comply with 20 CFR 401.90 and the Privacy Act and maintain confidentiality of information and records pursuant to 20 CFR 416.1031 and any other applicable law.

VERSA Management Systems, Inc. _____ Date _____
dba Iron Data

I have read the above-posted rule regarding confidentiality of client information. I understand its provisions and penalty.

Signed:



Contractor

5-19-10

Date



Witness

5-19-10

Date

Initial All Pages

04-27-10

Contractor Initials TLZ

Certificate of Confidentiality of Client Information

4/27/2010

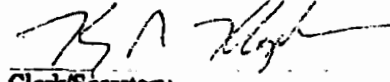
Page 1 of 1

State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Certificate of Vote

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 15th day of June, 2010.


Clerk/Secretary

STATE OF Missouri

COUNTY OF St. Louis

On this the 15th day of June, 2010, before me, Kyle R. Klopfer, the undersigned Officer, personally appeared Kyle R. Klopfer, who acknowledged her/himself to be the Secretary of Versa Management Sys, Inc. d/b/a Data Corporation, and that she/he, as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes (herein contained), by signing the name of the corporation by her/himself as Kyle R. Klopfer.

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


Notary Public/Justice of the Peace

My Commission Expires: 6/24/2013



Initial All Pages:
Contractor Initials TLR

4/27/2010

DOE Case Expert - Cert of Vote

Page 2 of 2



CERTIFICATE OF LIABILITY INSURANCE

OP ID IS
IROND-1

DATE (MM/DD/YYYY)

05/14/10

PRODUCER Greene-Hazel & Associates, Inc. 10739 Deerwood Park Blvd, #200 Jacksonville FL 32256-2873 Phone: 904-398-1234 Fax: 904-396-7432	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED VERSA Management Systems, Inc. DBA Iron Data Solutions 3033 Maple Drive Atlanta GA 30318	INSURER A: Federal Insurance Company	20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	35866112	04/30/10	04/30/11	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMPROP AGG	\$ 2,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A		AUTOMOBILE LIABILITY	73546378	04/30/10	04/30/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS	73546378	04/30/10	04/30/11	BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS	73546378	04/30/10	04/30/11		
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
<input checked="" type="checkbox"/> \$1,000 Comp Ded							
		<input checked="" type="checkbox"/> \$1,000 Coll Ded					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY	74986099	04/30/10	04/30/11	EACH OCCURRENCE	\$ 3,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 3,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10,000					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	71704806	04/30/10	04/30/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					
		<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ 500000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500000
A		Professional Liab	35866112 RETRO 5/14/04	04/30/10	04/30/11	AGGREGATE	1,000,000
B		Crime	82083062	04/30/10	04/30/11	Crime	4,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
 Department of Education
 Commissioner
 21 S. Fruit St.
 Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Curtis Hazel

CORPORATION. All rights reserved.

ACORD 25 (2009/01)

The ACORD name and logo are registered marks of ACORD

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

Iron Data

This is to certify that VERSA MANAGEMENT SYSTEMS INC. registered in this office as doing business under the Trade Name Iron Data, at 3400 Players Club Parkway Memphis, TN 38125 on May 18, 2010.

The nature of business is computer programming services and consultation.

Expiration Date: May 18, 2015

Business ID#: 630875



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May, 2010 A.D.

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

William M. Gardner
Secretary of State

Filed
Date Filed: 05/18/2010
Business ID: 630875
William M. Gardner
Secretary of State

FEE: \$50.00
Payable To:
State of New Hampshire

State of New Hampshire Department of State.

Corporation Division
Concord Tel. 603-271-3244

HELP LINE TDD ACCESS:
RELAY NH 1-800-735-2964

Location: State House Annex - 3rd floor
Mailing Address: Corporation Division, Department of State
107 North Main St., Concord, NH 03301-4989

APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME:

Iron Data

(Name cannot include "INC." or other corporate designation)

2. BUSINESS ADDRESS:

3400 Players Club Parkway, Memphis, Tennessee 38125

No. & Street (and P.O. Box, if any) City / town State Zip

3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON:

computer programming services and consultation

4. DATE BUSINESS ORGANIZED: September 29, 1978
(month / day / year)

5. APPLICANT'S NAME, ADDRESS & SIGNATURE. IF APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S NAME & TITLE OF PERSON SIGNING.

10#
2288A

Versa Management Systems, Inc.
TYPE OR PRINT NAME

[Signature]
Signature by its secretary
Kylie Klopfer

3400 Players Club Parkway
NO. STREET

Memphis, Tennessee 38125
TOWN/CITY STATE ZIP

B.
TYPE OR PRINT NAME

Signatures

NO. STREET

TOWN/CITY STATE ZIP

C.
TYPE OR PRINT NAME

Signatures

NO. STREET

TOWN/CITY STATE ZIP

D.
TYPE OR PRINT NAME

Signatures

NO. STREET

TOWN/CITY STATE ZIP

DISCLAIMER: All
available for public i

State of New Hampshire
Form TN 1 - Application for Registration of Trade Name 1 Page(s)

records and will be

Form TN-1
RSA 349



T1013845053

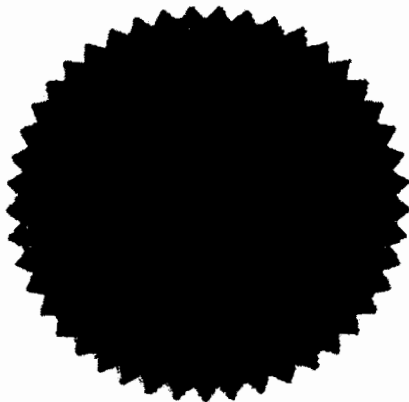
3/08

CD Misc TN-1 Pg 1 V-1.0

**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 **VERSA MANAGEMENT SYSTEMS INC.**, a(n) Illinois corporation, is authorized to transact business in New Hampshire and qualified on May 10, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May, A.D. 2010

William M. Gardner
Secretary of State

Lyonal B. Tracy
Commissioner of Education
Tel. 603-271-3144



Mary S. Heath
Deputy Commissioner
Tel. 603-271-7301

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1963
Citizens Services Line 1-800-339-9900

FOR INFORMATION ONLY

G & C Letter # 8101
G & C Date 2/8/06
APPROVED:
Page # _____
Item # 68

December 20, 2005

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

REQUESTED ACTION

1. Authorize the Department of Education to enter into a sole source contract with VERSA Management Systems, Inc., of Oak Park, Illinois (Vendor # 59901) in an amount not to exceed \$335,000, for the five year period effective upon Governor and Council approval through June 30, 2010 for maintenance and enhancements to the existing Disability Determination Services claims management system.

Funds are available, and are anticipated to be available with the passage of the biennial budgets, for FY 2006, FY2007, FY 2008, FY 2009, and FY 2010 in the following accounts:

<u>SFY</u>	<u>Funding</u>	<u>Amounts</u>
2006	010-056-4040-090-0464 (100% Federal)	\$115,000.00
2007	010-056-4040-090-0464 (100% Federal)	\$ 55,000.00
2008	010-056-4040-090-0464 (100% Federal)	\$ 55,000.00
2009	010-056-4040-090-0464 (100% Federal)	\$ 55,000.00
2010	010-056-4040-090-0464 (100% Federal)	\$ 55,000.00

2. Authorize payment for services rendered and approved in lieu of withholding at least 25% of the total value of the contract.

EXPLANATION

The Department of Education, Disability Determination Services unit currently maintains approximately 4,000 individual claims records using a case expert system (VERSA v7.0 and eDib 7.0), proprietary software, created and maintained by VERSA Management Systems, Inc., to manage our Disability Determination Services program. The VERSA system is used for receiving federal claims, claims development, generating financial authorizations for services, claims closure and uploading claims data back to the federal repository.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council

December 20, 2005

Page Two

VERSA Management Systems, Inc. has intimate knowledge of this computer system having been used for over thirteen years to manage and enhance this system. The system is one of three federally approved systems to handle claims management throughout the country. VERSA is used by one third of the states and districts performing the task of disability determination. Federally mandated changes are paid for and implemented on a nationwide scale with funding provided directly by the Social Security Administration.

The maintenance and enhancements that are required under this contract will keep the NH Disability Determination Services program in compliance with US SSA Federal Regulations. It is important to keep this federal basic support program in compliance so that we may continue to receive funding from the US Government. Additionally, this case expert system continues to evolve in ways that support further state business process improvement for the NH Disability Determination Services program. VERSA Management Systems, Inc. is the only company that can incorporate any changes to their proprietary system. The decision was made not to change vendors at this time based on the additional cost that would be needed for another vendor to acquire the programmatic knowledge necessary to provide enhancements and maintenance.

VERSA Management Systems, Inc. has demonstrated a high level of quality and performance. The Department feels that this vendor is the best vendor to continue to enhance and maintain the NHDDS system.

In the event that the federal funds are no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Lyonel B. Tracy
Commissioner of Education



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

Office of the Governor

27 Hazen Dr., Concord, NH 03301

603-271-4208 1-800-852-3345 x4208

Fax: 603-271-1516 TDD Access: 1-800-735-2964

Richard C. Bailey, Jr.
Chief Information Officer

December 30, 2005

Dr. Lyonel B. Tracy, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Tracy:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your request to enter into a contract with Versa Management Systems Inc., of Oak Park, Illinois, Vendor Number 59901 as described below and referenced as OIT No. 2006-022.

This is a request to enter into a sole source technical support and maintenance services contract for their proprietary case management application. The contract will become effective upon Governor and Council approval through June 30, 2010. The amount of the contract is not to exceed \$335,000.00.

This project is set forth in the Department of Education Strategic Information Technology Plan dated October 18, 2005, Project Name: Disabilities Determination Services, Project #109.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard C. Bailey, Jr.", written over a white background.

Richard C. Bailey, Jr.

RB/itm
OIT 2006-022

cc: Chris Hensel, OIT IT Leader
Leslie Mason, OIT IT Manager

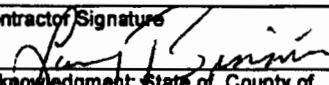
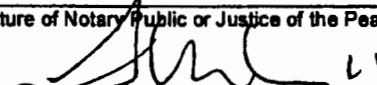
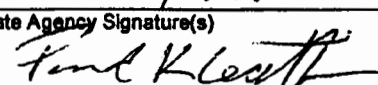
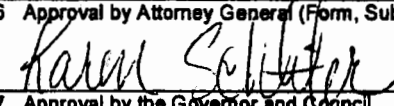
**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022
Statement of Work (SOW)**

CONTRACT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1 State Agency Name NH Department of Education - Division of Adult Learning and Rehabilitation, DDS Office		1.2 State Agency Address 21 South Fruit St Suite 30 Concord, NH 03301	
1.3 Contractor Name VERSA Management Systems, Inc.		1.4 Contractor Address VERSA Management Systems Inc. 110 North Kenilworth Ave., #7-A Oak Park, Illinois 60301-1218	
1.5 Account No. 010-056-4040-DD-090-0464	1.6 Completion Date June 30, 2010	1.7 Audit Date N/A	1.8 Price Limitation \$335,000.00
1.9 Contracting Officer for State Agency Paul K. Leather, Director		603-271-3801	
1.10 Contractor Signature 		1.11 Name & Title of Contractor Signor LARRY BINNION, PRESIDENT	
1.12 Acknowledgment: State of, County of On 12-19-05, 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.			
1.12.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.12.2 Name & Title of Notary or Justice of the Peace LARRY M. MARSHALL			
1.13 State Agency Signature(s) 		1.14 Name/Title of State Agency Signor(s) Paul K. Leather, Director	
1.15 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By _____ Director, On: _____			
1.16 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 1/17/06			
1.17 Approval by the Governor and Council By: _____ On: _____			

Initial All Pages:
 Contractor Initials LB 12/19/05

12/14/2005

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This Contract is by and between the State of New Hampshire, through the NH Department of Education – Division of Adult Learning and Rehabilitation, Disability Determination Service Office (the “State”), and VERSA Management Systems, Inc. (“Contractor” or “The Contractor”) having its principal place of business at 110 North Kenilworth Ave., #7-A, Oak Park, Illinois, 60301-1218.

RECITALS

The State issued Request for Proposal ITS07 2001-008 August 28, 2000 and PO #56000071294 dated May 14th 2001 to support the existing customized software system (and associated services) for the Division of Adult Learning and Rehabilitation - Disability Determination Services Office;

The Contractor submitted a Proposal in response to RFP ITS07 2001-008 and the State executed a contract with the Contractor on May 14th 2001. The original contract expired June 30th, 2005.

The State desires to have the Contractor continue maintenance and enhancements, with associated services; for the Case Expert System developed under contract ITS07 2001-008.

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

1. CONTRACT

1.1 Contract Documents

This Contract is comprised of the Contract Documents, which are incorporated herein by reference:

- a. The Contract Document and the Statement of Work
- b. Exhibit A Contract Deliverables
- c. Exhibit B Price and Payment Schedule
- d. Exhibit C Special Provisions
- e. Exhibit D Administrative Services
- f. Exhibit E Enhancement Implementation Services
- g. Exhibit F Testing Services
- h. Exhibit G Maintenance and Support Services
- i. Exhibit H Reserved
- j. Exhibit I Work Plan
- k. Exhibit J Software License and related Terms
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Training Services
- n. Exhibit M IT Required Work Procedures
- o. Exhibit N Confidentiality

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- p. Exhibit O The Contractor Certificate of Vote
- q. Exhibit P The Contractor Certificate of Authority
- r. Exhibit Q The Contractor Certificate of Insurance

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. Section 13 (General Provisions) , as stated in the Contract Statement of Work,
- b. All other terms and conditions in the Statement of Work, with Exhibits and Attachments,
- c. The IT Project Required Work Procedures Exhibit M.

1.3 Non-Exclusive Contract

This is a Non-Exclusive Contract as set forth in the Contract. The State may, at its discretion, retain other contractors to provide Services or products procured under the Contract for other State of New Hampshire implementations and work related to the Contract. VERSA Management Systems, Inc. will not be responsible for any delay, act, or omission of such other contractors, except that VERSA Management Systems, Inc. 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 VERSA Management Systems, Inc. Versa is the sole owner of the Case Expert Software and no other entity is authorized to make modification to the source code without explicit permission in writing from Versa Management Systems.

1.4 Not to Exceed Contract

This is a Not to Exceed Contract. The amounts identified in Exhibit B are not to be exceeded as a total amount.

2. CONTRACT TERM

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

The Contract term will be for 5 (five) years, which shall not extend beyond June 30, 2010.

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The Contractor shall be fully prepared to schedule work upon issuance of the Notice to Proceed. Time is of the essence in the performance of the Contractor's obligations with respect to completion as required under the Contract.

3. COMPENSATION

3.1 Contract Price

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

4. CONTRACT MANAGEMENT

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

4.1 The Contractor Contract Manager

The Contractor shall assign to the contract a Contract Manager who shall be responsible for all Contract authorization and administration. VERSA Management Systems, Inc.'s Contract Manager is:

Contract Manager
Ron Harrison, VP Finance and Administration
VERSA Management Systems Inc.
200 Consumers Rd., Suite 800, Toronto, ON, M2J 4R4
Tel: (416) 493-1833 X636
Fax: (416) 493-2071
Email: rharrison@versasys.com

or the designated successor.

4.2 Contract Manager

4.2.1 The VERSA Management Systems, Inc. Project Manager shall have full authority to make binding decisions under the Contract, and shall function as The Contractor's representative for all administrative and management matters.

4.2.2 The VERSA Management Systems, Inc. Project Manager is:

Project Manager

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Brenda Riddell, VP Case management Solutions
VERSA Management Systems Inc.
200 Consumers Rd., Suite 800, Toronto, ON, M2J 4R4
Tel: (416) 493-1833 X569
Fax: (416) 493-2071
Email: briddell@versasys.com

or the designated successor.

4.3 VERSA Management Systems, Inc. Key Project Staff

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

Key Members of the Contractor Team are:

<u>Contractor's Team -Key Member(s)</u>	<u>Title</u>
Brenda Riddell	Project Manager
Brenda Riddell	Project Lead – Technical and Functional

4.4 State Contract Manager

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

Peggy Vieira
Administrator
Dept. of Education, Disability Determination Service Office
21 South Fruit Street Suite 30, Concord, NH 03301
TEL: (603) 271-3341 x306
FAX: (603) 271-1114
EMAIL: Peggy.Vieira@ssa.gov

or a designated successor.

4.5 State Project Manager

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

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

The State Project Manager is:

Lloyd Brower
Dept. of Education, Disability Determination Service Office
21 South Fruit Street Suite 30, Concord, NH 03301
TEL: (603) 271-3341 x322
FAX: (603) 271-1114
EMAIL: Lloyd.Brower@ssa.gov

or a designated successor.

4.6 Records Retention and Access Requirements

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

The Contractor shall also agree to the following:

The Contractor and any of its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract.

4.7 Accounting Requirements

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

4.8 Background Checks

The State may, at its sole expense, conduct background screening of the Contractor personnel, identified and assigned. Background screening shall be

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completed before such personnel begin providing services. If any Contractor staff is unwilling to submit to the State's background screening, the Contractor staff shall be immediately replaced, subject to the provisions on the Contractor staff replacement in Section 4: *Contract Management* of this contract. In the performance of background screening, the State will comply with any State and federal laws to the extent that they apply to the State. The State acknowledges that the Contractor considers the results of such background screenings as the Contractor's confidential information. The State shall maintain the confidence of such background screening results in accordance with Section 13 of this Contract governing confidential information, unless required to release the information by court order.

4.9 Status Documentation

The Contractor's Project Manager or Key Staff personnel shall submit status documentation in accordance with the schedule and terms of any Work Plan. All status documentation shall be prepared in formats approved by the State, unless otherwise agreed by the parties in writing. Email documentation status for any ECR testing activity is acceptable to the State.

For any large-scale project work, status documentation shall include, at a minimum, the following:

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

For any large scale project work, as reasonably requested by the State, VERSA Management Systems, Inc. shall provide the State with information or reports regarding the Project. VERSA Management Systems, Inc. shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing such reports and presentations, as reasonably requested by the State at no additional cost.

4.10 State-Owned Documents and Data

VERSA Management Systems, Inc. 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, VERSA Management Systems, Inc. shall turn over all State-owned documents, material, reports, and work in progress relating to this

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Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format

5. CONTRACT DELIVERABLES

5.1 Deliverables

Notwithstanding any other provision of the Contract Documents, the Contractor shall provide the State with support, maintenance, and enhancement services, and associated services implemented by qualified Contractor's Key Staff.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written certification from VERSA Management Systems, Inc. that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Acceptance Criteria outlined in the Work Plan and the State will notify VERSA Management Systems, Inc. in writing of its Acceptance or rejection of the Deliverable within 10 business days. If the State rejects the Deliverable, the State shall notify VERSA Management Systems, Inc., in detail, of the nature and class of the Deficiency and the Contractor must correct the Deficiency within ten (10) business days, or within the period identified in the Work Plan, as applicable. Upon receipt of the corrected Deliverable, the State will have ten (10) business days to review the corrected Deliverable and notify the Contractor of its Acceptance or rejection thereof with the option to extend the review period up to ten (10) additional business days. If VERSA Management Systems, Inc. has failed to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require VERSA Management Systems, Inc. to continue until the Deficiencies are corrected, or immediately terminate the Contract, declare VERSA Management Systems, Inc. in default, and immediately pursue its remedies at law and in equity.

5.3 System/Software Testing and Acceptance

System and Software Testing and Acceptance as required under and set forth in the Testing Plan Exhibit F.

5.4 Failure to Accept or Reject a Deliverable

In the event that the State fails to accept or reject a Software Deliverable, Non-Software or Written Deliverable, or the System in the prescribed time frame therefore, then VERSA Management Systems, Inc. may invoke the Dispute Resolution procedure set forth herein as well as initiate the change order process as described in Section 10 of this Agreement.

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Any delay caused by the State's failure to provide acceptance or rejection shall be treated in accordance with Section 9 of this Agreement.

6. SOFTWARE

6.1 CASE EXPERT Software and Documentation

VERSA Management Systems, Inc. shall provide the State Documentation as described in and specified in the Work Plan.

6.2 CASE EXPERT Software Support and Maintenance

VERSA Management Systems, Inc. shall provide the State with Case Expert Software enhancements, maintenance and support services as described in Exhibit G.

6.3 Custom Software and Documentation

VERSA Management Systems, Inc. shall provide the State with Custom Software as required under the Contract and specified in the Work Plan.

6.4 Custom Software Support and Maintenance

VERSA Management Systems, Inc. shall provide the State with Custom Software support and maintenance Services as required under the Contract and as described in Exhibit G.

7. WARRANTY

VERSA Management Systems, Inc. shall provide the Warranty and Warranty Services as required under the Contract and as set forth in Exhibit K.

8. SERVICES

VERSA Management Systems, Inc. shall provide the Services as required under the Contract Documents. All Services shall meet and perform in accordance with the Specifications.

8.1 Administrative Services

VERSA Management Systems, Inc. shall provide the State with the Administrative Services as required under the Contract Documents, Exhibit D.

8.2 Enhancement Implementation Services

VERSA Management Systems, Inc. shall provide the State with the Implementation Services as required under the Contract Documents, Exhibit E.

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8.3 Enhancement Testing Services

VERSA Management Systems, Inc. shall perform Testing Services for the State as required under the Contract Documents, Exhibit F.

8.4 Training Services

VERSA Management Systems, Inc. shall provide the State with Training Services as required under the Contract Documents, Exhibit L.

8.5 Maintenance and Support Services

VERSA Management Systems, Inc. shall provide the State with Maintenance and Support Services for the Software as required under the Contract Documents, Exhibit G.

9. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate deliverable and is set forth in Exhibit I. VERSA Management Systems, Inc. shall update the Work Plan as necessary, to accurately reflect the status of the Project, including without limitation, the Schedule, Tasks, Deliverables, Major Milestones, Task Dependencies, and Payment Schedule of each Engineering Change Request. Any such updates must be approved by the State in writing, prior to final incorporation into the Exhibit I (Work Plan). The updated Exhibit I (Work Plan), as approved by the State, shall then be incorporated and considered part of the Contract by this reference.

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

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fulfill its obligation under the Contract. This shall be addressed through a change order and may impact both schedule and cost.

The Work Plan shall include a detailed description of the payment schedule, including but not limited to deliverables, due dates, and payment dates for milestones and progress payments. The schedule for progress payments shall be mutually agreed upon between Versa and the State.

10. CHANGE ORDERS

The State may make changes or revisions within the scope of the Contract at any time by written Change Order. Within ten (10) business days of VERSA Management Systems, Inc.'s receipt of the Change Order, VERSA Management Systems, Inc. shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule or Exhibit I (Work Plan).

VERSA Management Systems, Inc. may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. The State will attempt to respond within ten (10) business days. The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Orders shall be subject to the Contract amendment process described in Section 13 of the Contract as determined to apply by the State.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 Deliverables

For the purposes of this section, the term "Deliverables" shall mean information and the Deliverables, including, but not limited to, the Deliverables identified in Exhibit A (Deliverables), reports, documents, templates, studies, strategies, operating models, technical architectures, design ware, software objects, software programs, Custom Software, source code, object code, Specifications, documentation, abstracts and summaries thereof, and other work product and materials which are originated and prepared for the State (either independently or in concert with the State or third parties) during the course of VERSA Management Systems, Inc.'s performance under the Contract. All right, title and interest in State Data shall remain with the State.

11.2 State's License

The State's existing license will extend to the Maintenance Software that is commercially released or enhancements that are custom developed specifically for the State, set forth in the Contract #ITS07 2001-008 *Disability Determination Service*.

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11.3 State's Business

The State's rights in such Deliverables shall be unrestricted.

11.4 VERSA Management Systems, Inc.'s Materials

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

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

11.5 Copyright

11.5.1 WWW Copyright and Intellectual Property Rights

All right, title and interest to the State WWW site, including copyright to all data and information, shall be and remain with the State. The State shall also have, to the fullest extent permitted by law, all rights to any user interfaces and computer instructions embedded within the user interfaces or WWW pages. All WWW pages and any other data or information shall, where applicable, display the State's copyright. All right, title and interest to VERSA Management Systems, Inc.'s WWW site shall be and remain with VERSA Management Systems, Inc.

11.6 Versa Software Source Code

VERSA Management Systems, Inc. shall provide the State with a complete copy of the Versa Case Expert System source code. Versa shall provide or make

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available to the State the source code of Maintenance Software commercially released, enhancements authorized by the federal Social Security Administration or custom software developed for the State during the term of the Contract.

11.7 Survival

This Section 11 shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall mean any personally identifiable information of the State's employees or citizens or any other non-public information that is treated as confidential and identified as confidential (either in writing or orally) at the time of disclosure. The Contractor shall not use the State's Confidential Information except as directly connected to and necessary for the Contractor's performance under the Contract, unless otherwise permitted under the Contract.

12.2 Confidentiality of State's Information

The Contractor agrees to maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction, all State Confidential Information that becomes available to the Contractor 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 other than become publicly available 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; (iv) is disclosed with the written consent of the disclosing party. Any disclosure of the State's information shall require prior written approval of the State. The Contractor may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction after it has provided the State with reasonable advance notice of such an order. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State's information, and the Contractor shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal

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process. In the event of unauthorized use or disclosure of the State's information, the Contractor shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 VERSA Management Systems, Inc.'s Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential information, the Contractor must clearly identify in writing the information it claims to be confidential. The Contractor acknowledges that the State is subject to the Right to Know law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable state and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense.

12.4 Survival

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

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.

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

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- 13.2.1** In connection with the performance of the Contract, the Contractor shall comply with all statutes, laws, regulations, orders of federal, State, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. The Contractor shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract.
- 13.2.2** During the term of the Contract, the Contractor shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.
- 13.2.3** If the Contract is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's pertinent books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Governmental Approvals

Any contract award shall be contingent upon the Contractor's obtaining all necessary and applicable regulatory or other governmental approvals, including, but not limited to, final approval by the Governor and Executive Council.

13.4 Access /Cooperation

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

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

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13.5 Personnel

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

13.5.2 The Contractor shall not hire, and shall permit no Subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

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

13.6 Dispute Resolution

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

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

Dispute Resolution Responsibility and Schedule Table

<u>LEVEL</u>	<u>THE CONTRACTOR</u>	<u>THE STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Project Manager Brenda Riddell	State Project Manager (PM) Lloyd Brower	5 Business Days

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First	Contract Manager Ron Harrison	State Project Management Team (PMT) Peggy Vieira, L.Brower, & Rayne Payeur	10 Business Days
Second	CEO Larry Binnion , President	State Contracting Officer (CO) Paul Leather	15 Business Days

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

13.7 Termination

13.7.1 Termination for Default

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

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

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

13.7.1.1.2 Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for damages up to the Contract price, including but not limited to (1) the cost difference between the original Contract price for the Services acquired from another source and (2) if applicable, all administrative costs directly related to the replacement of the Contract, 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

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limitation of liability set forth in this Contract;
and

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

13.7.1.2 In the event of default by the State, the Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days, unless otherwise extended by the Contractor.

13.7.1.3 No remedy conferred under the Contract Documents is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract Documents. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of such termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Exhibit B, Table 1-2 *VERSA Management Systems, Inc. Rates Pricing Worksheet (Hourly Rates)*, of the Contract.

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

13.7.3 Termination for Conflict of Interest

13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of

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applicable laws regarding ethics in public acquisitions and procurement and performance of contracts.

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

13.7.4 Termination Procedure

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

13.7.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor 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 that is reasonable and customary under the circumstances, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- d. Transfer possession, as applicable, to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

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- e. Provide written certification to the State that the Contractor has surrendered to the State all said property.
- f. In the event that Versa is no longer able to provide the services set forth in the Contract, due to termination for default, termination for conflict of interest, instituting bankruptcy, or insolvency, the State shall procure the services that are the subject of this Contract from another source, and Versa shall allow the State or a third party the right to modify the Versa source code for the sole purpose of maintaining the State's system.

13.8 Force Majeure

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

13.9 Change of Ownership

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

13.10 The Contractor's Relation to the State

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

13.11 Assignment, Delegation and Subcontracts

13.11.1 The Contractor 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 other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation

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or other transfer made without the State's prior written consent shall be null and void.

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

13.12 Indemnification

13.12.1 General

The Contractor shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of or relating to personal injury, bodily injury or death of any person or damage to real and/or tangible property caused by the acts or omissions of the Contractor, its personnel or agents during the course of performance of the Services hereunder.

13.12.2 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

13.12.3 Survival

This Section 13.12, *Indemnification*, shall survive termination of the Contract.

13.13 Liability

13.13.1 State

In no event, shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations and the Contractor, the State's liability to the Contractor under the

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Contract shall not exceed two times (2X) the total Contract price, excluding maintenance fees.

13.13.2 The Contractor

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price, excluding maintenance fees, except as otherwise provided in Section 13.12 *Indemnification*, herein.

13.13.3 State's Immunity

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

13.13.4 Survival

This Section 13.13 *Liability*, shall survive termination of the Contract or Contract conclusion.

13.14 Insurance

13.14.1 The Contractor Insurance Requirement

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

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State per Exhibit Q - Certificate of Insurance.

13.15 Waiver of Event Of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any

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subsequent event. No express failure of any default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

13.16 Notice

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

TO THE CONTRACTOR:

TO STATE:

VERSA Management Systems Inc.
110 North Kenilworth Ave., #7-A
Oak Park, Illinois
60301-1218

Tel(416) 493-1833

State of New Hampshire
Dept.of Education
Disability Determination Services
21 South Fruit Street Suite 30
Concord, NH 03301
Tel: (603) 271-3341

13.17 Amendment

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

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

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

13.20 Headings

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

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13.21 Exhibits

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

13.22 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive. Moreover, the terms of Section 4.8 (*Records Retention and Access Requirements*), Section 4.9 (*Accounting Requirements*), Section 12 (*Confidential Information*) and Section 13.12 (*Indemnification*) shall survive the termination of the Contract.

13.23 Entire Contract

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

14. DEFINITIONS

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

Acceptance	A notice from the State to the Contractor that, as applicable, Acceptance Testing or Review has been satisfied.
Acceptance Test Plan	An Acceptance Test Plan document describes in detail the series of tests and training to be performed with corresponding Acceptance Criteria and how the tests will be performed.
Certification	The Contractor's written certification and full supporting and written documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.

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Contractor	The Contracted Vendor Company that will perform the duties and specifications of the Contract. VERSA Management Systems Inc. 110 North Kenilworth Ave., #7-A Oak Park, Illinois 60301-1218
Custom Software	All software provided by the Versa under the Contract Documents requested by, specifically designed for, and paid for by the State.
COTS	Commercial Off-the-Shelf

Days	Calendar days unless otherwise indicated.
Deficiency/Deficiencies	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - services were inadequate and require re-performance of the service. Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - services were deficient, require reworking, but do not require re-performance of the service. Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - services require only minor reworking and do not require re-performance of the service.
Deliverable	Non-Software, Software and Written Deliverables
Deployment	A contracted grouping of Deliverables including but not limited to Software, Services, and Warranties scheduled

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 Contractor Initials *BJC 1/20/06*

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	for implementation.
Documentation	All operations, technical, user and other manuals used in conjunction with the System and Software, in whole and in part.
DOE	Department of Education
ECR	Engineering Change Request
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders and ECR.
Governor and Council	The New Hampshire Governor and Executive Council.
HIPAA	The Health Insurance Portability and Accountability Act of 1996.
Information Technology (IT)	Reference for 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.
Letter of UAT Acceptance	A letter from the State notifying the Contractor of the State's Contract Completion of User Acceptance Testing.
Non Software Deliverables	Deliverables that are not Written or Software Deliverables
Normal Business Hours	8:00 AM to 4:30 PM 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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
Not to Exceed (NTE)	Contract Not To Exceed total 5-year price
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
PMT	Project Management Team: Consisting of the State Project Manager, DOE IT Manager, Business Administrator and State Contract Manager.
Project	The planned undertaking regarding the subject matter of

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	this Contract and the activities of the parties related hereto.
Proposal	The submission from a Contractor in response to the request for quotation.

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Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities
Software	All Custom Software and COTS Software provided by the Contractor under the Contract.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written specifications that set forth the requirements which include, without limitation, this Proposal, the Contract, any performance standards, Documentation, applicable state and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	The State of New Hampshire, acting through the NH Department of Education - Division of Adult Learning and Rehabilitation, DDS Office
State's Confidential Information	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 RSA Chapter 91-A. Examples include but are not limited to the following: <ul style="list-style-type: none"> Records of grand and petit juries; Records of parole and pardon boards; Personal school records of pupils; Records pertaining to internal personnel practices, commercial, or financial information, test questions, scoring keys and other examination data used to administer a licensing examination, examination for employment, or academic examinations and personnel, medical, welfare, library user, video tape sale or rental, and any other files whose disclosure would constitute invasion of privacy.
State Data	Any information contained within State systems in

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	electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
Subcontractor	A person, partnership, or company not in the employment of or owned by The Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of The Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
UAT	User Acceptance Tests
Work Plan	The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project.

BjL 1/20/06

**State of New Hampshire
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Contract Deliverables**

1.0 Deliverables, Milestones, and Activities

Notwithstanding any provisions of the Contract to the contrary, VERSA Management Systems, Inc., shall provide the State with Case Expert System Software Development Services which will meet and perform in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, VERSA Management Systems, Inc., 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 of this Exhibit, in accordance with the requirements and terms of the Contract Documents.

Pricing for Deliverables is detailed in Exhibit B: *Price and Payment Schedule* of this Contract. Pricing will be effective for the initial term and extensions of this Contract.

2.0 Deliverables

Part number	Description
Year 1 – Date of GNC Approval- 6/30/2006	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
Year 2 - 7/01/2006 - 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
Year 3 - 7/01/2007 - 6/30/2008	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
Year 4 - 7/01/2008 - 6/30/2009	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests
Year 5-7/01/2009 - 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests

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Contractor Initials *FB 12/19/05*

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3.0 Training Deliverables

VERSA Management Systems, Inc. shall provide the State with Training Services as required under the Contract Documents and specified in Exhibit L, Training shall be performed on a train the trainer basis using tools acceptable to the State.

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Price and Payment Schedule**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This Contract between the State of New Hampshire, Department of Education and VERSA Management Systems, Inc. is an agreement to provide support, maintenance, and associated Services for a Not to Exceed (NTE) price of \$335,000. This Contract will allow VERSA Management Systems, Inc. to invoice the State for all charges by Dept. of Education /DDS under this Contract for the VR-DDS Case Expert Software Solution and Services in accord with future ECR's created on an as-needed basis for the contract.

Table 1-1 Deliverables Schedule

Part number	Description	Price
Year 1 – Date of GNC Approval– 6/30/2006	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$ 7,000.00 Optional Services not to exceed <u>\$108,000.00</u> Year total not to exceed \$115,000.00
Year 2 – 7/01/2006 – 6/30/2007	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$16,000.00 Optional Services not to exceed <u>\$39,000.00</u> Year total not to exceed \$55,000.00
Year 3 – 7/01/2007 – 6/30/2008	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$17,000.00 Optional Services not to exceed <u>\$38,000.00</u> Year total not to exceed \$55,000.00
Year 4 – 7/01/2008 – 6/30/2009	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$18,000.00 Optional Services not to exceed <u>\$37,000.00</u> Year total not to exceed \$55,000.00
Year 5 – 7/01/2009 – 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$19,000.00 Optional Services not to exceed <u>\$36,000.00</u> Year total not to exceed \$55,000.00
GRAND TOTAL Date of GNC Approval– 6/30/2010	Software Support Services and Maintenance, Optional Services to include: Training and special Enhancement Programming Requests	Fixed Fee Annual Maintenance \$85,000.00 Optional Services not to exceed <u>\$250,000.00</u> Grand total not to exceed \$335,000.00

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Table 1-2 VERSA Management Systems, Inc. Rates Pricing Worksheet (Hourly Rates) – These rates are for future development purposes for deliverable pricing.					
Position Title	SFY 2006 Date of GNC Approval - 6/30/2006	SFY 2007 7/1/2006- 6/30/2007	SFY 2008 7/1/2007- 6/30/2008	SFY 2009 7/1/2008- 6/30/2009	SFY 2010 7/1/2009- 6/30/2010
Project Manager	150.00	155.00	160.00	165.00	170.00
Senior Consultant	135.00	140.00	145.00	150.00	155.00
Technical Engineer	135.00	140.00	145.00	150.00	155.00
Programmer Analyst	125.00	130.00	135.00	140.00	145.00

2. TRAINING

VERSA Management Systems, Inc. shall provide the State with Training Services as required under the Contract Documents, Training shall be paid out of optional service contract funds on an hourly basis per the State requirements.

3. TOTAL CONTRACT PRICE

Notwithstanding anything in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments exceed \$335,000.00. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to VERSA Management Systems, Inc., for all fees and expenses, of whatever nature, incurred by VERSA Management Systems, Inc., in the performance hereof.

4. INVOICING

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

If the State receives an invoice and the amount on the invoice is calculated incorrectly, the State shall notify VERSA Management Systems, Inc of the alleged

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Price and Payment Schedule**

error prior to the due date of such payment. The State and VERSA Management Systems, Inc., agree to use commercially reasonable efforts to resolve the invoicing error within thirty (30) days from such notification to VERSA Management Systems, Inc., The State shall promptly pay on the earlier of either resolution of such dispute or within such (30) days period the agreed-upon amount, but no late charges shall apply to that amount or the originally invoiced amount.

In the event of termination for convenience, subject to the Contract provisions within *Statement of Work Section 13.1 Conditional Nature of Contract* and *Section 13.7.2 Termination for Convenience*, Versa shall submit an invoice and the State shall pay Versa the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. In the event that Versa has performed work on a deliverable that has not been accepted, Versa shall submit an invoice and be paid (subject to the contract provisions within *Statement of Work Section 13.1 Conditional Nature of Contract*), an hourly rate for the work performed on that deliverable, according to the hourly rates in *Exhibit B Table 1-2 Versa Management Systems, Inc. Rates Pricing Worksheet*.

5. PAYMENT ADDRESS

All payments to be made to the following address:

VERSA Management Systems, Inc. ,
110 North Kenilworth Ave., #7-A
Oak Park, Illinois
60301-1218

6. OVERPAYMENTS TO VERSA MANAGEMENT SYSTEMS, INC.

VERSA Management Systems, Inc., shall promptly, but no later than thirty (30) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

7. CREDITS

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

8. ENHANCEMENT PROJECT HOLDBACK

There will be no holdback for this Contract.

9. RIGHT TO OFFSET

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

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit C
Special Provisions**

Special Considerations

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

- a. OBM Circular A-110- "Uniform administrative requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations." VERSA Management System's, Inc. shall not make any award or permit (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal Assistance programs under Executive Order 12549, "Debarment and Suspension".

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit D
Administrative Services**

1. STATUS MEETINGS AND REPORTS

The State believes that effective communication and reporting, through meetings and written reports is essential to project success. At a minimum, the State expects status meetings for future ECR's will be specified in the individual engineering change requests Work Plan.

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit E
Enhancement Implementation Services**

VERSA Management Systems, Inc. shall provide the following implementation services as described in the Contract Documents, including but not limited to the following:

1. ENHANCEMENT IMPLEMENTATION STRATEGY

1.1 Key Components:

- A. VERSA Management Systems, Inc. shall employ an enhancement implementation strategy with a timeline in accordance with the Work Plan refer to Exhibit I.
- B. VERSA Management Systems, Inc. shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares them to assume responsibility for and ownership of the existing system. A focus on technology transition shall be deemed a priority.
- C. VERSA Management Systems, Inc. shall manage project execution and provide the tools needed to create and manage the project's plan and tasks, manage and schedule project staff, track and manage issues, manage changing requirements, maintain communication within the project team, and report status.
- D. VERSA Management Systems, Inc. shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is specified within the is Work Plan.

1.3 Planning

During the initial planning period project task and resource plans will be detailed, preliminary training scope established, the change management plan established, communication approaches established, project standards and procedures finalized, and team training initiated.

1.4 Project Infrastructure

All the required project infrastructure is currently in place and fully operational.

1.5 Implementation

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

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit E
Enhancement Implementation Services**

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

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

1.6 Change Management and Training

VERSA Management Systems Inc. will assume responsibility for change management and training services which will be focused on developing change management and training strategies and plans. This approach relies on any and all resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The VERSA Management Systems, Inc. team will provide the consulting services for the Contract. Its approach includes but is not limited to the following:

2.1 State hosted services:

VERSA Management Systems, Inc. will provide support, maintenance, and enhancement services contingent upon the State arranging server resources and services. VERSA Management Systems, Inc. and, if server resources are arranged through a third party, contingent upon adequate service levels and response times from such third party. VERSA Management Systems, Inc. will provide advice and reasonable assistance to State staff or third party hosting provider to promote availability of servers and to schedule backup activities. However, VERSA Management Systems, Inc. is not responsible for service interruptions or unavailability of the State or third-party test and development instances.

2.2 Network Services

- a. VERSA Management Systems, Inc. will:
 - 1) Assist with installation and configuration of network connectivity resources as required by the ECR Work Plans.
- b. Conditions and assumptions related to Network Services:
 - 1) The State is responsible for ensuring that its network and System complies with SSA specifications.
 - 2) VERSA Management Systems, Inc. is not responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of VERSA Management Systems, Inc. such as bandwidth issues outside of VERSA Management Systems, Inc.'s network, excessive latency, network outages, and/or any other conditions arising on the State internal network or, more generally, outside of VERSA Management Systems, Inc.'s firewall or for any issues that are the responsibility of the State Internet Service Provider.

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit F
Testing Services**

VERSA Management Systems, Inc. shall provide the following Testing Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

VERSA Management Systems, Inc. will be responsible for conducting unit and system level testing. The State of New Hampshire will be responsible for acceptance testing based on the requirements they provided to Versa Management Systems, Inc.

VERSA Management Systems, Inc. will correct Deficiencies and support required re-testing as described below.

1.1 Test Planning and Preparation

State testing will commence upon the VERSA Management Systems, Inc.'s Project Manager's email notification, that the VERSA Management Systems, Inc.'s own staff has successfully executed all prerequisite VERSA Management Systems, Inc.

1.2 Unit Testing

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

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

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

1.3 System Integration Testing

The changes will be tested in integration with other application systems. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit F
Testing Services**

1.5 User Acceptance Testing (UAT)

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

The State will commence testing within five (5) business days of receiving email notification from the Vendor that the complete and ready for State testing.

User Acceptance Testing is a verification process that consists of performing the tests and verifying the results against the acceptance criteria. The State will conduct testing utilizing scripts developed as identified in the Test Plan to validate the functionality custom software and verify implementation readiness. It is performed in a copy of the Production Environment and can also serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the change, including administrative procedures (such as backup and recovery).

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

Activity Description	The System User Acceptance Testing verifies System functionality against predefined acceptance criteria that support the successful execution of approved testing processes.
VERSA Management Systems, Inc. Team Responsibilities	<ul style="list-style-type: none"> • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the acceptance test environment. • Execute the test scripts and conduct user acceptance testing activities. • Document and summarize acceptance test results. • Work jointly with VERSA Management Systems, Inc. in determining the required actions for problem resolution. • Provide acceptance of the validated Systems.
Work Product Description	The deliverable for User Acceptance testing is the User Acceptance Test Results. These results provide evidence that the program enhancements meets the User Acceptance criteria as defined in the Work Plan.

1.6 Regression Testing

As a result of the user testing activities, problems will be identified that require correction. The VERSA Management Systems, Inc. may perform additional testing activities in response to State and/or user problems identified from the testing results.

During this problem correction process, the State requires that appropriate regression testing occur. By regression testing, the State means selective re-testing to detect faults

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit F
Testing Services**

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.

1.7 Successful UAT Completion

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

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit G
System Maintenance and Support**

VERSA Management Systems, Inc. shall be responsible for Case Expert System maintenance and support in accordance with the Contract Documents and the Work Plan (Exhibit I).

1. SYSTEM MAINTENANCE

1.1 VERSA Management Systems, Inc.'s Responsibility

VERSA Management Systems, Inc. will be responsible for maintaining the Case Expert System in accordance with the Contract Documents and the Specifications, including without limitation the requirements, terms, and conditions contained herein. VERSA Management Systems, Inc. will not be responsible for maintenance or support for anything developed by the State.

1.1.1 Maintenance Releases

VERSA Management Systems, Inc. shall make available to the State the latest patches, and bug fixes which are generally offered to its customers under its maintenance agreement.

1.1.2 Custom Software, Interfaces, and Patches

All Case Expert program updates, general maintenance releases, selected functionality releases, patches, and documentation released to the State and applied by VERSA Management Systems, Inc. as needed to meet the requirements, shall support and be compatible with the VERSA Management Systems, Inc. developed custom software and interfaces.

2. SYSTEM SUPPORT

2.1 VERSA Management Systems, Inc.'s Responsibility

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

2.2 System Support Levels

2.2.1 Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, VERSA Management Systems, Inc. shall have available to the State on-call telephone assistance;

2.2.2 Class A Deficiencies (On-site or Remote Support)

For all Class A Deficiencies, VERSA Management Systems, Inc. shall provide on-site or with remote diagnostic services; and

2.2.3 Class B & C Deficiencies

For all Class B & C Deficiencies the State will notify VERSA Management Systems, Inc. of such Deficiencies during regular business hours.

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit G
System Maintenance and Support**

2.3 Term

VERSA Management Systems, Inc. System support will commence with the effective date of the contract and will remain in effect until the end of the Contract period.

3. DATA COLLECTION

3.1 Records Activities

Deficiency activities and outstanding issues will be addressed in status reports as required in the Statement of Work.

3.2 System Monitoring

VERSA Management Systems, Inc. must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies.

4. DEPARTMENT OF EDUCATION TECH UNIT HELP DESK COVERAGE

Not applicable.

5. SERVICE LEVEL AGREEMENT

VERSA will provide technical support and software maintenance services in a professional manner, including but not limited to:

- a. Provide support services for the maintenance of the Case Expert Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the Case Expert Software or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. Provide telephone Support Monday through Friday between the hours of 8:00 AM to 5:00 PM EST;
- d. Guaranteed availability of technical assistance during support hours;
- e. Versa will provide all patches and bug fixes as part of the software maintenance agreement.
- f. All changes made to the Case Expert System will be documented for the State
- g. Federally mandated updates, paid for by the federal Social Security Administration, will be installed on the State of New Hampshire Case Expert System at no additional charge.

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit G
System Maintenance and Support**

- h. Provide training and/or retraining at VERSA or at the NH site as requested, in accordance with the rates specified in Exhibit B, Table 2;
- i. Provide enhancement programming services as requested through the Change Order process, in accordance with the rates specified in Exhibit B, Table 2.
- j. VERSA Management Systems, Inc. must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies.

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**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
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Reserved**

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**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit I
Work Plan**

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

The detailed preliminary Work Plan created by VERSA Management Systems, Inc. (and the State) is incorporated at the end of this Exhibit.

1. ASSUMPTIONS

The following identifies the assumptions upon which the VERSA Management Systems, Inc. team's Work Plan and related cost proposal are based.

A. General

- 1) The State will provide team members with decision-making authority to support the implementation efforts, at the level outlined in the State Staffing Matrix.
- 2) All State tasks must be performed per the agreed-upon Work Plan established at the commencement of the Project and refined throughout the project.
- 3) All key decisions will be resolved. Issues not resolved will be escalated to the State's Project Manager for resolution.
- 4) 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.
- 5) VERSA Management Systems, Inc. and the State will mutually refine and confirm the final project schedule, including deliverable and acceptance dates.
- 6) VERSA Management Systems, Inc. maintains an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- 1) The VERSA Management Systems, Inc. team reserves the right to perform that work at their facility other than that furnished by the State, when practical at their expense.
- 2) The VERSA Management Systems, Inc. team will honor all holidays observed by VERSA Management Systems, Inc. or the State, although with permission, may choose to work on holidays and weekends.
- 3) The State will provide adequate facilities for the VERSA Management Systems, Inc. team, including PCs, phones, Virtual Private Network (VPN) access, 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 and chair, with the items mentioned above, will be required. Convenient access to a high-speed printer, a high-speed copier, and a fax machine will be provided to the project team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies will be provided at no cost to the VERSA Management Systems, Inc. team and will be available when the Project begins.

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit I
Work Plan**

C. Project Management

- 1) VERSA Management Systems, Inc.'s Project Management Methodology will be used as the project management method.
- 2) The State will provide the project team with reasonable access to the State personnel as needed to complete project tasks.
- 3) VERSA Management Systems, Inc. and the state assume 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

- 1) The State is responsible for providing the hardware, network, and communication facilities needed to support the project.
- 2) The State's hardware operating environment and supporting software must meet VERSA Management Systems, Inc. certification requirements for the applications being installed.
- 3) The State is responsible for providing the Internet access.
- 4) The VERSA Management Systems, Inc. team will implement program enhancements on a per ECR basis.
- 5) Designated State systems personnel will be available during normal working hours and for adjustments to operating systems configurations and tuning.

E. Conversions

- 1) Any necessary conversions VERSA Management Systems, Inc. team's shall assist with the resolution of problems and issues associated with the development and implementation of the conversions according to a created ECR and Work Plan as developed.

F. Project Schedule

- 1) Deployment will be according to the detail in Work Plan.

G. User Training and Change Management

- 1) The VERSA Management Systems, Inc. team will assist the state in the development of the end-user training plan.
- 2) A train the trainer approach will be used for the delivery of end-user training.
- 3) The State is responsible for the delivery of end-user training.
- 4) The State will schedule and track attendance on all end-user training classes.

2. ROLES AND RESPONSIBILITIES

A. VERSA Management Systems, Inc. Team Roles and Responsibilities

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**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit I
Work Plan**

1) VERSA Management Systems, Inc. Team Project Manager

The VERSA Management Systems, Inc. team Project Manager will have the following responsibilities:

- a. Maintain communications with the State's Project Manager;
- b. Maintain the project Work Plan if any changes are required;
- c. Define roles and responsibilities of all VERSA Management Systems, Inc. team members;
- d. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- e. Review task progress for time, quality, and accuracy in order to achieve progress;
- f. 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;
- g. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate change control approvals; and
- h. Inform the State Project Manager and staff of any urgent issues if and when they arise;

2) VERSA Management Systems, Inc. Team Technical Lead

The VERSA Management Systems, Inc. team Technical Lead will conduct analysis of requirements, validate the VERSA Management Systems, Inc. team's understanding of the State's business requirements by application, and perform business requirements mapping;

3) VERSA Management Systems, Inc. Team

- a. The VERSA Management Systems, Inc. team will perform testing of any and all changes to provide a successful completion of any Work Plans.

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 will work side-by-side with the VERSA Management Systems, Inc. Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate project status on a regular basis. The State Project Manager represents the State in all decisions on implementation project matters, provides all necessary support in the conduct of the implementation project, and provides necessary State resources, as defined by the project Work Plan and as otherwise

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit I
Work Plan**

identified throughout the course of the project. The State Project Manager has the following responsibilities:

- a. Create a detailed project Work Plan;
- b. Identify and secure the State project team members in accordance with the project Work Plan;
- c. Define roles and responsibilities of all State project team members assigned to the project;
- d. 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;
- e. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the project level;
- f. Inform the VERSA Management Systems, Inc. Project Manager of any urgent issues if and when they arise; and
- g. Assist the VERSA Management Systems, Inc. team staff to obtain requested information if and when required to perform certain project tasks.

2) State Subject Matter Experts (SMEs)

The role of the State SMEs 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 SMEs include the following:

- a. Be the key user and contact for their agency or department;
- b. Attend project team training and acquire in-depth functional knowledge of the relevant application applications;
- c. Assist in validating and documenting user requirements, as needed;
- d. Assist in mapping business requirements;
- e. Assist in acceptance testing;
- f. Assist in training end users in the use of the custom Case Expert Software Solution and the business processes the applications support.

2) State Technical Lead

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

- a. Attend technical training as necessary to support the project;
- b. Assist the State and VERSA Management Systems, Inc. team Project Managers to establish the project's detailed Work Plan;
- c. Work with the VERSA Management Systems, Inc. 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;

**State of New Hampshire
 Department of Education
 Case Expert Enhancement and Maintenance Contract
 Contract 2006-022 Exhibit I
 Work Plan**

- d. Work with State staff and SME's to implement any and all User Acceptance Testing and provide feedback to VERSA Management Systems, Inc. as to the results of the testing;

3. ECR Work Plan

The State will use a standardized format of ECR to document change orders and enhancements to the Case Expert software used by the Disability Determination Services office. The Contractor will take a filled out ECR and return a quote for services prior to acceptance of the Work Plan. This Work Plan may be implemented electronically via email to expedite matters and will be maintained by VERSA Management Systems, Inc. should any changes be required. The State will use a standardized ECR format as given in table 3-1:

Table 3 - 1: Standardized Engineering Change Request (ECR)

Problem Definition	Define the problem to be fixed or the enhancement to be added.
Proposed Solution	VERSA proposal to solve or implement the above Problem Definition
Requirements	Resources, time, personnel, schedule and cost estimate to resolve Problem Definition
Core Tasks	List of tables and programs that will be modified or accessed to address the issues of the Problem Definition.
Business Rules	Any further definition from the State so VERSA Management Systems Inc. can implement the ECR.

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit J
Case Expert Software License**

Exhibit J does not apply to this Contract.

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**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit K
WARRANTY and WARRANTY SERVICES**

1. WARRANTIES

VERSA Management Systems, Inc. shall warrant all software enhancements and services provided in the Contract Documents.

1.1 Software

VERSA Management Systems, Inc. shall warrant that the Software enhancements, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the specifications and terms of the Contract.

1.2 Services

VERSA Management Systems, Inc. shall warrant 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 standard, and specifications and terms of the Contract. VERSA Management Systems, Inc. shall warrant that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.3 Non-Infringement

VERSA Management Systems, Inc. shall warrant that it has good title to, or the right to allow the State to use, all Services and Software provided under this contract, and that such Services and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

VERSA Management Systems, Inc. shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

1.5 Compatibility

VERSA Management Systems, Inc. shall warrant that all System components, including but not limited to the individual modules or functions, including any upgraded Case Expert Software components provided by VERSA Management Systems, Inc. to correct deficiencies or as an enhancement, shall operate with the rest of the Case Expert Software without loss of any functionality.

1.6 Personnel

VERSA Management Systems, Inc. shall warrant that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit K
WARRANTY and WARRANTY SERVICES**

2. WARRANTY SERVICES

VERSA Management Systems, Inc. shall agree to maintain, repair, and correct deficiencies in the Case Expert Software, including but not limited to the individual modules or functions, under the Technical Support and Maintenance Agreement, at no additional cost to the State, in accordance with the specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and defects and deficiencies; eliminating viruses or destructive programming; and replacing incorrect, defective or deficient Case Expert Software and documentation.

In the event VERSA Management Systems, Inc. fails to correct the Deficiency, the State shall have the right, at its option: 1) declare VERSA Management Systems, Inc. in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return the VERSA Management Systems, Inc.'s product and receive a refund for all amounts paid to the VERSA Management Systems, Inc., for items/services not delivered within ninety (90) days of notification to VERSA Management Systems, Inc. of the State's intent to request a refund; and 3) to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect.

3. WARRANTY PERIOD

The warranty period will commence upon Governor and Council approval of the Contract and will continue through the full term of the Contract.

4. POST WARRANTY SOFTWARE MAINTENANCE SUPPORT

All new enhancements, releases, updates, bug fixes, patches, shall be covered under the standard maintenance agreement provided by VERSA Management Systems, Inc.

**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit L
Training Services**

VERSA Management Systems, Inc. shall provide the following Training Products and Services required under the Contract Documents and as further described in the Contract Documents, including but not limited to:

A. TRAINING

VERSA Management Systems, Inc.'s responsibility for training will be to conduct Train-the-Trainer training support for each ECR implementation, as requested by the State, and specified in the Work Plan. All courses can be offered remotely or on-site in New Hampshire as required.

Training on the current system and modules may be scheduled by the State on an as negotiated basis and specified in a new ECR.

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit M
IT Required Work Procedures**

IT Required Work Procedures

1. All work done must conform to standards and procedures established by the Office of Information Technology and the Department of Education.
2. All products developed (requirements, specifications, documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
3. Any technical education needed by VERSA Management Systems, Inc. (limited to the products it provides) to successfully complete the assumed assignment will be at the sole expense of VERSA Management Systems, Inc. and provided by VERSA Management Systems, Inc.
4. VERSA Management Systems, Inc. must agree to provide an "equal or better" replacement for any personnel who leave employment of VERSA Management Systems, Inc. during the course of the contract.
5. The State may require a detailed background check on any individual assigned to the project, as this project may involve confidential or sensitive information.
6. A schedule showing personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

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**State of New Hampshire
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Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit N
Confidentiality Clause**

CONFIDENTIALITY OF CLIENT INFORMATION

It is the rule of the New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, Disability Determination Service, that information regarding Agency clients is confidential. Any contractor of the Agency who has access to client information is enjoined to keep such information from being made available to persons who do not have a legitimate need to know such information. For example, client records should not be released to any person or agency except under the following conditions: a) to a person or agency who is carrying out rehabilitation services for any Agency client under contract, authorization of agreement with our Agency; b) by specific request and signed release of the client; c) by direct order of a court of law or higher administrative authority.

Agency contractors are enjoined not to discuss client information with members of their family or the general public when such information could reasonable be identified with a specific client.

Failure to exercise reasonable and prudent action in compliance with the above rule may result in mandatory discharge of the contractor concerned.

The contractor shall comply with 20 CFR 401.90 and the Privacy Act and maintain confidentiality of information and records pursuant to 20 CFR 416.1031 and any other applicable law.

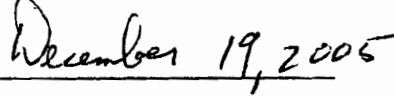
VERSA Management Systems, Inc. _____ Date _____

I have read the above-posted rule regarding confidentiality of client information. I understand its provisions and penalty.


Signed:



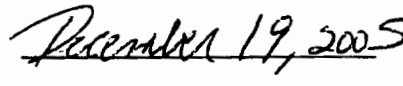
Contractor



Date



Witness



Date

Initial All Pages:
Contractor Initials *fb* 12/19/05

12/14/2005

2006-022 DOE Case Expert Exhibit N
Page 1 of 1

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit O
Certificate of Vote**

CERTIFICATE

(Corporation Without Seal)

I, TOM GUTTLIER, Clerk/Secretary of the
VERSA MANAGEMENT SYSTEMS, INC., do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the VERSA MANAGEMENT SYSTEMS, INC., a
ILLINOIS corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 4TH day of NOVEMBER, 2005, which meeting was duly held in accordance with ILLINOIS (State of incorporation) law and the by-laws of the Corporation:

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

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

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

<u>LARRY BINNION</u>	President
<u>BRENDA RIDDELL</u>	Vice President
<u>RON HARRISON</u>	Treasurer

Initial All Pages:

2006-022 DOE Case Expert Exhibit O -

Cert of Vote

Contractor Initials _____

12/14/2005

Page 1 of 2

State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit O
Certificate of Vote

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation
this 19th day of DECEMBER, 2005.



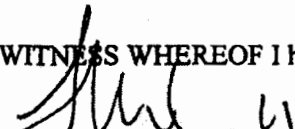
Clerk/Secretary

~~PROVINCE~~
STATE OF ONTARIO

COUNTY OF —

On this the 19 day of December, 2005, before me,
TOM GOTTLIEB, the undersigned Officer, personally appeared
_____, who acknowledged her/himself to be the
SECRETARY, of VERSA MANAGEMENT SYSTEMS INC., a corporation, and that
she/he, as such He being authorized to do so, executed the foregoing
instrument for the purposes therein contained, by signing the name of the corporation by her/himself as
SECRETARY.

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



Notary Public/Justice of the Peace

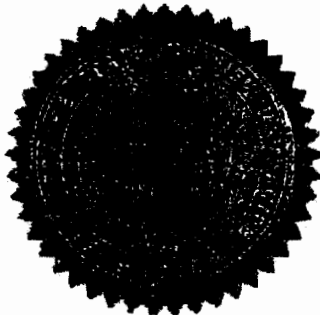
My Commission Expires: No Expiry

State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit P
Certificate of Authority

State of New Hampshire
Department of State

CERTIFICATE OF AUTHORIZATION

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that a certificate of authority to do business in this state was issued to VERSA MANAGEMENT SYSTEMS INC., a(n) ILLINOIS corporation, on MAY 10, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20TH day of September, A.D. 2005

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

William M. Gardner
Secretary of State

Initial All Pages:
Cert of Authority
Contractor Initials

JB 12/14/05

2006-022 DOE Case Expert Exhibit P -

12/14/2005

Page 1 of 1

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation and have affixed its corporate seal this 7th day of November, 2005.

Tom Gottlieb
Secretary

(Seal)

PROVINCE OF ONTARIO

COUNTY OF _____

On this the 7 day of November, 2005, before me, Tom Gottlieb, the undersigned Officer, personally appeared and acknowledged himself to be the Secretary, of Versa Management Systems, Inc., a corporation, and that he, as such he being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Secretary.

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

[Signature]
Notary Public/Justice of the Peace

My Commission Expires: No expiry

**State of New Hampshire
Department of Education
Case Expert Enhancement and Maintenance Contract
Contract 2006-022 Exhibit Q
Certificate of Insurance**

ACORD - CERTIFICATE OF LIABILITY INSURANCE					Date: October 11, 2005	
PRODUCER NACORA INSURANCE BROKERS 5225 Orbitor Drive, Suite 20 Mississauga, Ontario L4W 4Y8 Canada FAX: (905) 624-1955		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Versa System Canada Inc. 200 Consumers Road, Suite 800 Toronto, Ontario M2J 4R4 Canada Fax: (416) 493-2071 Versa Management Systems Inc. 110 North Kenilworth Avenue # 7-A Oak Park, Illinois 60301-1218 USA		COMPANIES AFFORDING COVERAGE				
		COMPANY A 25% Temple Insurance Company 27.5% XL Reinsurance America Inc 40% Continental Casualty Company (CNA) 7.5% Lloyd's of London Under Contract # ENC105-10				
		COMPANY B Hartford Insurance Company of the Midwest				
		COMPANY C ING Insurance Company of Canada				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE 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 BE REDUCED BY PAID CLAIMS.						
CLASS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS, CAD\$	
A	GENERAL LIABILITY	TGL082761	07/06/05	07/06/06	GENERAL AGGREGATE	5,000,000
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	5,000,000
	<input checked="" type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	5,000,000
	PERSONAL INJURY				EACH OCCURRENCE	5,000,000
	<input checked="" type="checkbox"/> CROSS LIABILITY				TENANTS LEGAL (Any one premises)	500,000
					MED EXP (Any one person)	5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	ANY AUTO				BODILY INJURY	
	ALL OWNED / PARTNERS				PROPERTY DAMAGE	
	SCHEDULED AUTOS				PHYSICAL DAMAGE	
	HIRE AUTOS					
	NON-OWNED PARTNERS					
	PHYSICAL DAMAGE					
C	PROFESSIONAL LIABILITY	TIP082761	07/06/05	07/06/06	PER CLAIM	2,000,000
	CLAIMS MADE FORM				PER POLICY PERIOD	2,000,000
	<input checked="" type="checkbox"/> OCCURRENCE FORM					
B	PROPERTY	50119528	07/06/05	07/06/06	<input checked="" type="checkbox"/> PROPERTY LIMIT	2,000,000
	"ALL RISKS" FORM				BUSINESS INTERRUPTION LIMIT	
	<input checked="" type="checkbox"/> OTHER FORM				COMBINED LIMIT	
B	EMPLOYER'S LIABILITY	83WECGK9481	08/07/05	08/07/06	<input checked="" type="checkbox"/> EACH ACCIDENT	USD\$100,000
	<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY				<input checked="" type="checkbox"/> DISEASE - EACH EMPLOYEE	USD\$100,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION				<input checked="" type="checkbox"/> DISEASE - POLICY LIMIT	USD\$500,000
REMARKS:						
The certificate holder(s) shown are added as Loss Payee (as their interests may appear) and as an Additional Insured						
CERTIFICATE HOLDER			CANCELLATION			
State of New Hampshire Department of Education 21 Walker Street Ste 20 Concord, NH 33.01			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
			AUTHORIZED REPRESENTATIVE <div style="text-align: right; font-family: cursive; font-size: 1.2em;">W. Browning</div>			
ACORD 25-3 (1/95)			© ACORD CORPORATION 1999			

Initial All Pages:

Cert of Insurance


Contractor Initials *AB* 12/19/05

2006-022 DOE Case Expert Exhibit Q -

12/14/2005

Page 1 of 1

State of New Hampshire
Inter-Department Communication

From: Karen A. Schlitzer 
Assistant Attorney General
Office of the Attorney General

Date: January 17, 2006

Re: IT Contract with VERSA Management Systems, Inc.

To: Sharon DeAngelis
Business Administrator

cc: Patricia T. Butler
Adm. Asst. II
Department of Education

Leslie T. Mason, Contracts Mgr.
Office of Information Technology

N.Chris Hensel, Info. Tech. Mgr.
Office of Information Technology

The above-mentioned contract is *conditionally* approved contingent upon the following:

1. Statement of Work, § 1.2 (Order of Precedence): In accordance with my discussion with you last week and my conversation with Leslie and Chris today, this section needs to be changed so that the titles of the documents listed match the titles of the documents in the contract. Accordingly, the first reference (in paragraph "a") should be "Section 13 ('General Provisions') of the Statement of Work" instead of "The State of New Hampshire Terms and Conditions." Anywhere else that title may be listed in the contract needs to be changed, as well. I do not know what "General Contract Requirement" (in that same paragraph "a") references. I am assuming that is an error and should be deleted; if not, please let me know.

It is also unclear what paragraph "b" references, but after speaking with Leslie, it seems that paragraph "b" should be "all other terms and conditions in the Statement of Work, with Exhibits and Attachments" instead of "State of New Hampshire, NH Department of Education -- Division of Adult Learning and Rehabilitation Contract with VERSA Management Systems Inc., with Exhibits and Attachments."

I have spoken with Leslie and Chris, and it is my understanding these changes will be made on the relevant OIT template or documents, so that these changes will not need to be made in the future.

2. Statement of Work, §13.1: This paragraph is missing the last required sentence: "The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable." Given that there were extensive negotiations that occurred, and that this sentence was not contained in the contract previously, if the vendor balks at the addition of this sentence, then (in this case) it is fine to leave it out.

I have spoken with Leslie and Chris about this provision and advised that it should be added to that paragraph for all contracts.

3. There is a 4-page document ("CaseExpert Software License Agreement") attached to the end of the contract documents. You and I were unfamiliar with this document. Leslie and Chris were also unaware that this document had been attached to the contract. I do not see how it is incorporated through any part of the contract (i.e., § 1.1 "Contract Documents" does not reference it). The "CaseExpert Software License Agreement" document should be removed, and you should advise the vendor in writing that you are removing it.

I was surprised to see that that document was attached. Leslie and I both spent a significant amount of time working on this contract and negotiating with the vendor, and neither of us had any recollection of that contract or its terms. In addition, the "CaseExpert Software License Agreement" contains terms inconsistent with the terms in the Statement of Work. The vendor, however, has already agreed to the terms in the Statement of Work, so I am assuming that the "CaseExpert Software License Agreement" was attached by someone at the vendor's office by mistake.

If the "CaseExpert Software License Agreement" is supposed to be incorporated into the contract, then the terms in that document will need be approved by OIT. I would also suggest that you let me know if that document is supposed be in the contract because my office may require changes or deletions of terms in that agreement. (For example, the provision which states "This agreement shall be governed and construed in accordance with the laws of the State of Illinois" would have to be stricken. See Statement of Work at § 13.18 (providing that the contract is construed in accordance with New Hampshire law).)

4. All changes need to be initialed and dated by the parties.

If you have any questions, or if any other issues arise, feel free to call me directly at extension 1221.