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

**Peter C. Hastings**  
*Commissioner*

July 22, 2014

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

**REQUESTED ACTION**

1) Authorize the Department of Information Technology to enter into a **retroactive sole source** contract amendment (Contract #1001078) with First Data Government Solutions (Vendor #175900) of Cincinnati, OH, by increasing the contract amount by \$102,555.54 from \$201,349.15, to \$303,904.69 for support and maintenance of a proprietary interactive voice response system that provides child support payment information to clients and claims payment information to child care providers of the Department of Health and Human Services, Division of Child Support Services and Division for Children, Youth and Families.

2) Further, authorize the extension of the contract expiration date from June 30, 2014 through June 30, 2017 upon approval of Governor and Executive Council. The original contract with First Data Government Solutions was approved by Governor and Executive Council on May 21, 2008, Item #6 and amended on January 19, 2011, Item #7A and July 11, 2012 Item #8.

**The Department of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 58% General Funds and 42% Federal funds.** Funding is as follows subject the Legislative approval of the appropriation for fiscal years 2016 and 2017, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

<b>FY</b>	<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC</b>	<b>JOB #</b>	<b>TOTALS</b>
<b>2015</b>	01-03-03-030010-76950000- DoIT for DHHS 038-509038 - Maintenance and Support	039500039	<b>\$33,846.71</b>
<b>2016</b>	01-03-03-030010-76950000- DoIT for DHHS 038-509038 - Maintenance and Support	039500039	<b>\$33,846.71</b>
<b>2017</b>	01-03-03-030010-76950000- DoIT for DHHS 038-509038 - Maintenance and Support	039500039	<b>\$34,862.12</b>
		<b>GRAND TOTAL</b>	<b>\$102,555.54</b>

July 22, 2014

### EXPLANATION

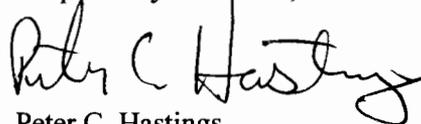
This contract is **retroactive** due to a delay in obtaining the proper documentation and certificates for the contract. In addition, it is **sole source**, since First Data Government Solutions (formerly Renaissance Government Solutions and GovConnect) developed the proprietary system and therefore are the only vendor able to provide maintenance and support services for the system. The DHHS Division of Child Support Services is currently in the process of upgrading the New England Child Support Eligibility System (NECSES). Although new interfaces to the existing system are included in the NECSES upgrade, several options are still under consideration for the replacement of this legacy Interactive Voice Response (IVR) system. This maintenance contract is required to maintain the current system until the Department determines the most effective solution.

The Department of Information Technology and the Department of Health and Human Services deems this contract amendment to be very important because Interactive Voice Response technology is a cost efficient way to manage the routine business and service processes for child support clients and daycare providers, twenty-four hours a day, seven days a week, through technology automation. The system routinely responds to 50,000 calls per month and provides up-to-date payment information and process improvement to NH citizens. Answering this many calls with State staff would be all manual and labor intensive.

DHHS maintains the interactive voice response system to respond to telephone inquiries from custodial and non-custodial parents regarding case payment information. In addition, the system handles daycare provider claims payment information and serves Spanish-speaking clients. Support and maintenance is an ongoing requirement, to assure that the system is available to citizens twenty-four (24) hours per day, seven (7) days per week, as well as to have critical changes made to the date and time synchronization system each year.

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

Respectfully submitted,



Peter C. Hastings  
Commissioner

PCH/ltn  
2007-084C  
A&E RID #15768

CC: Lori Anderson, DHHS  
Leslie Mason, DoIT



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

27 Hazen Dr., Concord, NH 03301  
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www.nh.gov/doit

**Peter C. Hastings**  
*Commissioner*

July 22, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the request on behalf of the Department of Health and Human Services to enter into a contract amendment with First Data Government Solutions, of Cincinnati, OH (Vendor # 175900) as described below and referenced as DoIT No. 2007-084C.

This is a request to enter into a contract amendment for maintenance and support of the integrated voice response system used by the Division of Child Support Services (DCSS) and the Division of Child, Youth, and Families (DCYF) in support of the Child Support Payment System. The contract amendment will become effective upon Governor and Council approval through June 30, 2017. The amount of the contract amendment, \$102,555.54, increases the current contract price from \$201,349.15 to \$303,904.69.

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

Sincerely,

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

Peter C. Hastings  
Commissioner

PCH/ltn  
2007-084C  
A&E RID #15768

CC: Lori Anderson, DHHS  
Leslie Mason, DoIT


**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**INTERCATIVE VOICE RESPONSE MAINTENANCE**  
**CONTRACT 2007-084 AMENDMENT C**


WHEREAS, pursuant to an Agreement approved by Governor and Council, on May 21, 2008, Item #6 and further amended on January 19, 2011, Item #7A, and on July 11, 2012, Item #8 (herein after referred to as the "Agreement"), First Data Government Solutions, LP of Cincinnati, OH (VN 101127) (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, Department wishes to increase the Contract ending date from June 30, 2014 to June 30, 2017.

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

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

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of June 30, 2017.
2. Amend Section 1.8 of the General Provisions of the Agreement to reflect a new Price Limitation of \$303,904.69.

Contract #2007-084 Exhibit A Section Number	AMENDED TEXT
<b>3.1 Period of Performance</b>	Delete Section 3.1 and replace with:  <b>3.1 Period of Performance</b>  The term of the contract shall commence on the Effective Date, which is the date of Governor and Council approval, and extend until June 30, 2017.
<b>2. Contract Order of Precedence</b>	Add the following language to Section 2: 6. Amendment A 7. Amendment B 8. Amendment C

<b>Contract #2007-084 Exhibit B Section Number</b>	<b>AMENDED TEXT</b>		
<b>Section 2.1</b>	Delete Section 2.1 and replace with:  2.1 The maintenance period is from the Effective Date to June 30, 2017.		
<b>Section 3.2</b>	Delete Section 3.2 and replace with:  3.2 Notwithstanding any provision of this Contract to the contrary, the Not-to-Exceed value of \$303,904.69 does not include any extensions of this Contract beyond June 30, 2017, nor does it include any changes in the Scope of Work that may be requested by the State.		
<b>Section 3.3 Maintenance Pricing</b>	Delete Table 1-A and replace with:  Table 1-A		
	<b>Maintenance Year</b>	<b>Annual Payment</b>	<b>18% Late Fee</b>
	Year 1	\$27,617.56	\$4971.16
	Year 2	\$28,998.41	\$5219.71
	Year 3	\$30,448.14	\$5480.66
	Year 4	\$31,766.69	\$0
	Year 5	\$32,929.15	\$0
	Year 6	\$33,917.67	\$0
	Year 7	\$33,846.71	\$0
	Year 8	\$33,846.71	\$0
	Year 9	\$34,862.12	\$0
	<b>Total</b>	<b>\$303,904.69</b>	<b>\$15,671.53</b>
			<b>\$303,904.69</b>

**Table 3 Contract 2007-084 Interactive Voice Maintenance**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C DATE</b>	<b>CONTRACT AMOUNT</b>
2007-084	Original Contract	5/21/08 Item #6	\$102,735.64
2007-084 Amendment A	Amendment A -- Maintenance Extension	1/19/2011 Item #7A	\$64,917.84
2007-084 Amendment B	Amendment B --Maintenance Extension	7/11/2012 Item #8	\$33,695.67
2007-084 Amendment C	Amendment C --Maintenance Extension	Upon G&C Approval	\$102,555.54
	<b>CONTRACT TOTAL</b>		<b>\$303,904.69</b>

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.

John Grubmuller  
John Grubmuller, Vice President  
First Data Government Solutions, LP

Date: 6/30/2014

Corporate Signature Notarized:  
STATE OF Hamilton Ohio  
COUNTY OF Hamilton

On this the 30<sup>th</sup> day of June, 2014, before me, Janie P. McCauley-Myers, a Notary Public, the undersigned Officer John Grubmuller, personally appeared and acknowledged her/himself to be the Vice President of First Data Government Solutions, LP, 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.

Janie P. McCauley-Myers  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Janie P McCauley-Myers  
Notary Public, State of Ohio  
My commission expires September 11, 2017



State of New Hampshire

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

Date: 7/15/14

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

Amelia C. Holli  
State of New Hampshire, Department of Justice

Date: 7/10/14

# 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 First Data Government Solutions, Limited Partnership is doing business in New Hampshire as FDGS, Limited Partnership a(n) Delaware Limited Partnership registered to transact business in New Hampshire on August 7, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of June, A.D. 2014

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

William M. Gardner  
Secretary of State

**FIRST DATA GOVERNMENT SOLUTIONS, LP**

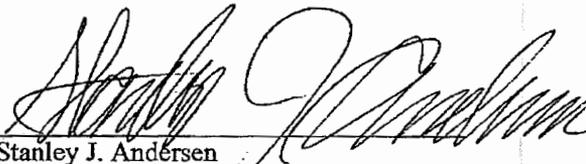
**Officer's Certificate**

The undersigned, Stanley J. Anderson, hereby certifies that he is the duly elected Vice President & Assistant Secretary of First Data Government Solutions, LP (the "Company"), a Delaware limited partnership, and does hereby further certify:

- That the following statements are true and accurate based on the resolutions adopted by the action of the General Partner on May 31, 2013, which action was executed in accordance with Delaware law and the by-laws of the Company
- That the signature of John Grubmuller, Vice President, or Jeffrey Myers, Senior Vice President, of the Company affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument document.
- That the foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate as of the date below.

Dated: July 3, 2014

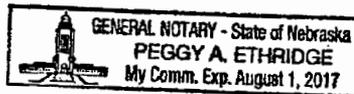
  
Stanley J. Andersen  
Vice President & Assistant Secretary

State of Nebraska )  
                          ) SS.:  
County of Douglas )

On this 3rd day of July, 2014, before me a Notary Public in and for the State and County aforesaid, personally appeared Stanley J. Andersen, Vice President & Assistant Secretary of First Data Government Solutions, LP, a Delaware limited partnership.

Subscribed and sworn to before me on the  
Day, month, and year first above set forth

  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires: 08/01/17



(Notarial seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/6/2014

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

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

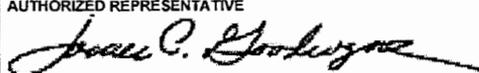
<b>PRODUCER</b> Willis Ins Serv of Atlanta Inc 5 Concourse Pkwy NE 18th Floor Atlanta GA 30328	<b>CONTACT NAME:</b> Ashley Mullins <b>PHONE (A/C, No, Ext):</b> 404-224-5000 <b>FAX (A/C, No):</b> 404-224-5001 <b>E-MAIL ADDRESS:</b> Ashley.Mullins@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> FIRSDAT First Data Government Solutions, Inc. 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335	<b>INSURER A:</b> National Union Fire Insurance Co of 47326	
	<b>INSURER B:</b> Ace Prop & Cas Ins Co 20699	
	<b>INSURER C:</b> Illinois National Ins. Co. 23817	
	<b>INSURER D:</b> New Hampshire Ins. Co. 23841	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1911733503                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6819471	1/1/2014	1/1/2015	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 \$3,000,000 PRODUCTS - COMPIOP AGG \$3,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			XOOG27322608	1/1/2014	1/1/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	043408856 (MA,VI, ND, OH,VA,WY) 043408854 (CA) 043408853 (FL) 043408860 (AOS) 043408855 (ME)	1/1/2014 1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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	Workers Compensation and Employers' Liability			043408859 (IL,KY,NC,NH,UT,VT) 043408858 (NJ,PA) 043408857 (AK, AZ, GA, VA)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	E.L. Each Accident \$1,000,000 E.L. Disease Ea Empl \$1,000,000 Ea Empl Disease Polic \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
First Data Government Solutions/GovConnect.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Information Technology 27 Hazen Drive, Attn: Chief Information Officer Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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GFC 7/11/12  
Item #8



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

S. William Rogers  
Commissioner

May 24, 2012

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

REQUESTED ACTION

1) Authorize the Department of Information Technology to enter into a **sole source** contract amendment (Contract #1001078) with First Data Government Solutions (Vendor #175900) of Cincinnati, OH, by increasing the contract amount by \$33,695.67 from \$167,653.48 to \$201,349.15, for support and maintenance of a proprietary interactive voice response system that provides child support payment information to clients and claims payment information to child care providers of the Department of Health and Human Services, Division of Child Support Services and Division for Children, Youth and Families.

2) Further, authorize the extension of the contract expiration date from January 31, 2013 to June 30, 2014 upon approval of Governor and Executive Council. The original contract with First Data Government Solutions was approved by Governor and Executive Council on May 21, 2008, Item #6 and amended on January 19, 2011, Item #7A.

The Department of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 58% General Funds and 42% Federal funds. Funding is available in account Agency Software Division as follows subject the Legislative approval of the appropriation for fiscal year 2014, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

TY	CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE-OBJ (ACCOUNT) DESC	JOB #	TOTALS
2014	01-03-03-030010-76950000- DoIT 038-509038 - Maintenance and Support	039500039	\$33,695.67
		<b>GRAND TOTAL</b>	<b>\$201,349.15</b>

### EXPLANATION

This contract is **sole source**, since First Data Government Solutions (formerly Renaissance Government Solutions and GovConnect) developed the proprietary system and therefore are the only vendor able to provide maintenance and support services for the system. The DHHS Division of Child Support Services is currently in the process of upgrading the New England Child Support Eligibility System (NECSSES) and the Interactive Voice Response (IVR) function will be one of the components that will be replaced. This maintenance contract is required to maintain the current system until the new functionality is available.

The Department of Information Technology and the Department of Health and Human Services deems this contract amendment to be very important because Interactive Voice Response technology is a cost efficient way to manage the routine business and service processes for child support clients and daycare providers, twenty-four hours a day, seven days a week, through technology automation. The system routinely responds to 50,000 calls per month and provides up-to-date payment information and process improvement to NH citizens. Answering this many calls with State staff would be all manual and labor intensive.

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**The Department of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 58% General Funds and 42% Federal funds.**

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

Respectfully submitted,

  
S. William Rogers

SWR/ltn  
2007-084B  
A&E RID #12664

CC: Lori Anderson, DHHS  
Steve Kelleher, DoIT  
Leslie Mason, DoIT



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DEPARTMENT OF INFORMATION TECHNOLOGY  
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www.nh.gov/doit

S. William Rogers  
Commissioner

May 26, 2012

Steven Kelleher  
Department of Information Technology  
64 South Street  
Concord, NH 03301

Dear Mr. Kelleher:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request on behalf of the Department of Health and Human Services to enter into a contract amendment with First Data Government Solutions, of Cincinnati, OH (Vendor # 175900) as described below and referenced as DoIT No. 2007-084B.

This is a request to enter into a contract amendment for maintenance and support of the integrated voice response system used by DCSS and DCYF in support of the Child Support Payment System. The contract amendment will become effective upon Governor and Council approval through June 30, 2014. The amount of the contract amendment, \$33,695.67 increases the current contract price from \$167,653.48 to \$201,349.15.

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

Sincerely,

A handwritten signature in black ink, appearing to read "S. William Rogers".

S. William Rogers

SWR/ltn  
DoIT 2007-084B  
A&E RID: 12664

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERACTIVE VOICE RESPONSE MAINTENANCE  
CONTRACT 2007-084 AMENDMENT B**

WHEREAS, pursuant to an Agreement approved by Governor and Council, on May 21, 2008, Item #6 and further amended on January 19, 2011, Item #7A (herein after referred to as the "Agreement"), First Data Government Solutions, of Cincinnati, OH (VN 101127) (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, Department wishes to increase the Contract ending date from January 31, 2013 to June 30, 2014.

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

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

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2. Amend Section 1.8 of the General Provisions of the Agreement to reflect a new Price Limitation of \$201,349.15.

Contract #2007-084 Exhibit A Section Number	AMENDED TEXT
<b>3.1 Period of Performance</b>	Delete Section 3.1 and replace with:  <b>3.1 Period of Performance</b>  The term of the contract shall commence on the Effective Date, which is the date of Governor and Council approval, and extend until June 30, 2014.
<b>2. Contract Order of Precedence</b>	Add the following language to Section 2: 6. Amendment A 7. Amendment B

<b>Contract #2007-084</b>																																	
<b>Exhibit B</b>	<b>AMENDED TEXT</b>																																
<b>Section Number</b>																																	
<b>Section 1 Deliverable Payment Schedule</b>	Delete Section 1.0 and replace with:  <b>1. DELIVERABLE PAYMENT SCHEDULE.</b> The State agrees to process payment to FDGS within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice. In the event the State disputes all or any portion of an invoice it shall provide FDGS with written notice describing the dispute as soon as possible, but in any event prior to the payment due date. The State shall pay any undisputed portion of an invoice in accordance with the payment terms herein.																																
<b>Section 2.1</b>	Delete Section 2.1 and replace with:  2.1 The maintenance period is from the Effective Date to June 30, 2014.																																
<b>Section 3.2</b>	Delete Section 3.2 and replace with:  3.2 Notwithstanding any provision of this Contract to the contrary, the Not-to-Exceed value of \$201,349.15 does not include any extensions of this Contract beyond June 30, 2014, nor does it include any changes in the Scope of Work that may be requested by the State.																																
<b>Section 3.3 Maintenance Pricing</b>	Delete Table 1-A and replace with:  Table 1-A <table border="1"> <thead> <tr> <th>Maintenance Year</th> <th>Annual Payment</th> <th>18% Late Fee</th> <th>Totals</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$27,617.56</td> <td>\$4971.16</td> <td>\$32,588.72</td> </tr> <tr> <td>Year 2</td> <td>\$28,998.41</td> <td>\$5219.71</td> <td>\$34,218.12</td> </tr> <tr> <td>Year 3</td> <td>\$30,448.14</td> <td>\$5480.66</td> <td>\$35,928.80</td> </tr> <tr> <td>Year 4</td> <td>\$31,766.69</td> <td>\$0</td> <td>\$31,766.69</td> </tr> <tr> <td>Year 5</td> <td>\$32,929.15</td> <td>\$0</td> <td>\$32,929.15</td> </tr> <tr> <td>Year 6</td> <td>\$33,917.67</td> <td>\$0</td> <td>\$33,917.67</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$185,677.62</b></td> <td><b>\$15,671.53</b></td> <td><b>\$201,349.15</b></td> </tr> </tbody> </table>	Maintenance Year	Annual Payment	18% Late Fee	Totals	Year 1	\$27,617.56	\$4971.16	\$32,588.72	Year 2	\$28,998.41	\$5219.71	\$34,218.12	Year 3	\$30,448.14	\$5480.66	\$35,928.80	Year 4	\$31,766.69	\$0	\$31,766.69	Year 5	\$32,929.15	\$0	\$32,929.15	Year 6	\$33,917.67	\$0	\$33,917.67	<b>Total</b>	<b>\$185,677.62</b>	<b>\$15,671.53</b>	<b>\$201,349.15</b>
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Table 3 Contract 2007-084 Interactive Voice Maintenance

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C DATE	CONTRACT AMOUNT
2007-084	Original Contract	5/21/08 Item #6	\$102,735.64
2007-084 Amendment A	Amendment A – Maintenance Extension	1/19/2011 Item #7A	\$64,917.84
2007-084 Amendment B	Amendment B –Maintenance Extension	Upon G&C Approval	\$33,695.67
	<b>CONTRACT TOTAL</b>		<b>\$201,349.15</b>

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.

[Signature]  
John Grubmuller, Assistant Secretary  
First Data Government Solutions

Date: 5/16/2012

Corporate Signature Notarized:  
STATE OF Ohio

COUNTY OF Hamilton

On this the 16 day of May, 2012, before me,  
a notary public, the undersigned Officer John Grubmuller,  
personally appeared and acknowledged her/himself to be the Assistant Secretary of First Data  
Solutions LP a limited partnership corporation, and that she/he, as such  
Assistant 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  
Assistant Secretary.

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

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

**Jaric P. McCauley-Myers**  
Notary Public, State of Ohio  
My commission expires July 25, 2012

(SEAL)



State of New Hampshire

[Signature]  
S. William Rogers, Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 6/14/12

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

[Signature]  
State of New Hampshire, Department of Justice

Date: 6/18/12

FIRST DATA GOVERNMENT SOLUTIONS, LP

Officer's Certificate

The undersigned, Stanley J. Anderson, hereby certifies that he is the duly elected Vice President & Assistant Secretary of First Data Government Solutions, LP (the "Company"), a Delaware limited partnership, and does hereby further certify:

- That the following statements are true and accurate based on the resolutions adopted by the action of the General Partner on April 1, 2011 which action was executed in accordance with Delaware law and the by-laws of the Company
- That the signature of John Grubmuller, Assistant Secretary, of the Company affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument document.
- That the foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate as of the date below.

Dated: May 21, 2012

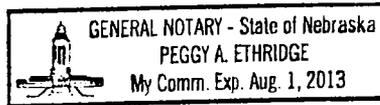
  
 Stanley J. Anderson  
 Vice President & Assistant Secretary

State of Nebraska  
 ) SS.:  
 County of Douglas

On this 21<sup>st</sup> day of May, 2012, before me a Notary Public in and for the State and County aforesaid, personally appeared Stanley J. Andersen, Vice President & Assistant Secretary of First Data Government Solutions, LP, a Delaware limited partnership.

Subscribed and sworn to before me on the Day, month, and year first above set forth

Peggy A. Ethridge  
 NOTARY PUBLIC  
 Commission Expires: 08-01-13

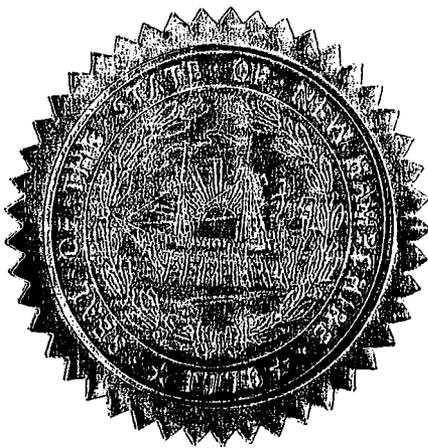


(Notarial seal)

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 First Data Government Solutions, Limited Partnership doing business in New Hampshire as FDGS, Limited Partnership is a(n) Delaware Limited Partnership registered to transact business in New Hampshire on August 17, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18<sup>th</sup> day of May, A.D. 2012

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2012

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

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

<b>PRODUCER</b> Willis Ins Serv of Atlanta Inc One Glenlake Parkway, 11th Fl Atlanta GA 30328	<b>CONTACT NAME:</b> Heather Folsom	
	<b>PHONE (A/C, No, Ext):</b> 404-224-5000	<b>FAX (A/C, No):</b> 404-224-5001
<b>E-MAIL ADDRESS:</b> heather.folsom@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Ins. Co.		19445
<b>INSURER B:</b> New Hampshire Ins. Co.		23841
<b>INSURER C:</b> Illinois National Ins. Co.		23817
<b>INSURER D:</b> Ace Prop & Cas Ins Co		20699
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** FIRSDAT

First Data Government Solutions, Inc.  
 5565 Glenridge Connector NE, GH-13  
 Atlanta, GA 30342-1335

**COVERAGES** CERTIFICATE NUMBER: 487238272 REVISION NUMBER:

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

NSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			2704997	1/1/2012	1/1/2013	EACH OCCURRENCE	\$1,000,000
X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
X	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
	HIRED AUTOS							\$
X	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>			XOOG2583396A	1/1/2012	1/1/2013	EACH OCCURRENCE	\$5,000,000
	OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			015884381 (MA,WI)	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	015884382 (CA)	1/1/2012	1/1/2013	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			015884383 (FL)	1/1/2012	1/1/2013	E.L. DISEASE - EA EMPLOYEE	\$1,000,000
				015884384 (AOS)	1/1/2012	1/1/2013	E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

First Data Government Solutions/GovConnect.

**CERTIFICATE HOLDER**

State of New Hampshire  
 Department of Information Technology  
 27 Hazen Drive, Attn: Chief Information Officer  
 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

*Doug Stroll*

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DOIT Copy

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

**Peter C. Hastings**  
*Interim Commissioner*

January 5, 2011

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

**REQUESTED ACTION**

Authorize the Department of Information Technology to enter into a **sole source** contract amendment (Contract 2007-084) with First Data Government Solutions (Vendor # 175900) of Englewood, CO, for support and maintenance of a proprietary interactive voice response system that provides child support payment information to clients and claims payment information to child care providers of the Department of Health and Human Services, Division of Child Support Services and Division for Children, Youth and Families by: 1) increasing the contract amount by \$64,917.84 from \$102,735.64 to \$167,653.48, and 2) by extending the end date from January 31, 2011 to January 31, 2013. The original contract was approved by Governor and Executive Council on May 21, 2008, Item # 6. **The Department of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 58% General Funds and 42% Federal funds.**

Funding is available in account Agency Software Division as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

**ORIGINAL CONTRACT:**

Funding Source	Job #	FY08	FY09	FY10	FY11	Totals
101-003-1660-0300-024-0230-7130400	03950039	\$2036.80	\$24,543.33	\$34,360.68	\$32,934.77	\$102,735.64
101-003-1660-0300-024-0230-7130400	03950137	\$678.92	\$8,181.10			
<b>ORIGNIAL FUNDING TOTALS:</b>		<b>\$2,715.72</b>	<b>\$32,724.43</b>	<b>\$34,360.68</b>	<b>\$32,934.77</b>	<b>\$102,735.64</b>

**MAINTENANCE AMENDMENT:**

<b>FY</b>	<b>CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME CLASS CODE-ACCOUNT CODE -OBJ (ACCOUNT) DESC</b>	<b>JOB #</b>	<b>TOTALS</b>
2012	01-03-03-030010-76950000- DoIT 038-509038 – Maintenance and Support	039500039	\$31,766.69
2013	01-03-03-030010-76950000- DoIT 0038-509038 – Maintenance and Support	039500039	\$33,151.15
		<b>AMENDMENT</b>	<b>\$64,917.84</b>
		<b>GRAND TOTAL</b>	<b>\$167,653.48</b>

**EXPLANATION**

The Department of Information Technology and the Department of Health and Human Services deems this contract amendment to be very important because it is a cost efficient way to manage routine business and service process to child support clients and daycare providers, twenty-four hours a day, seven days a week, through technology automation. The system routinely responds to 50,000 calls per month and provides up-to-date payment information and process improvement to NH citizens. Answering this many calls with state staff would be manual and labor intense.

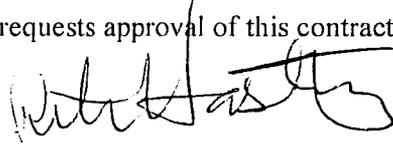
The contract is **sole source**, since First Data Government Solutions (formerly Renaissance Government Solutions and GovConnect) developed the proprietary system and therefore are the most knowledgeable and reliable vendor to provide maintenance and support services.

In 1998, the Department of Health and Human Services (DHHS), Division of Child Support Services (DCSS) contracted with Renaissance Government Solutions (G&C January 5, 1999, Item #85) to develop the interactive voice response system to respond to telephone inquiries from custodial and non-custodial parents regarding case payment information. The system was successfully developed and has been in operation for almost ten (10) years, processing approximately 40,000 calls per month. The system was expanded in 2000 to include daycare provider claims payment information, processing approximately 10,000 calls per month. The contract was amended in 2001 (G&C September 19, 2001, Item #175), to enable the system to serve Spanish-speaking clients. Support and maintenance is an ongoing requirement, to assure that the system is available to citizen twenty-four (24) hours per day, seven (7) days per week, as well as to have critical changes made to the date and time synchronization system each year.

**The Department of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 58% General Funds and 42% Federal funds.**

His Excellency, Governor John Lynch  
and the Honorable Executive Council  
Page 3  
January 5, 2011

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

A handwritten signature in black ink, appearing to read "Peter C. Hastings". The signature is written in a cursive style with a horizontal line across the top.

Respectfully submitted,  
Peter C. Hastings  
Interim Commissioner

PCH/dcp  
2007-084A  
A&E RID #10772

CC: Steven Kelleher, IT Manager, Data Center Administration, Operations Division



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

Peter C. Hastings  
Interim Commissioner

January 5, 2011

Steven Kelleher  
Department of Information Technology  
64 South Street  
Concord, NH 03301

Dear Mr. Kelleher:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request on behalf of the Department of Health and Human Services to enter into a contract amendment with First Data Government Solutions, of Englewood, CO (Vendor # 175900) as described below and referenced as DoIT No. 2007-084A.

This is a request to enter into a contract amendment for maintenance and support of the integrated voice response system used by DCSS and DCYF in support of the Child Support Payment System. The contract amendment will become effective upon Governor and Council approval through January 31, 2013. The amount of the contract amendment, \$64,917.84 increases the current contract price from \$102,735.64 to \$167,653.48.

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

Sincerely,

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

Peter C. Hastings

PCH/efg  
DoIT 2007-084  
A&E RID: 10772

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
INTERACTIVE VOICE RESPONSE MAINTENANCE  
CONTRACT 2007-084 AMENDMENT A

WHEREAS, pursuant to an Agreement approved by Governor and Council, on May 21, 2008, Item #6 (herein after referred to as the "Agreement"), First Data Government Solutions, LP of Cincinnati, OH (VN 101127) (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Information Technology (hereinafter referred to as the "Department") acting for the benefit of the Agency, certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, Department wishes to increase the Contract ending date from February 1, 2011 to January 31, 2013.

WHEREAS, the Department wishes to increase the contract price by \$64,917.84 to bring the total contract price from \$102,735.64 to \$167,653.48.

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

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

Form P-37 Agreement/General Provisions is hereby amended as follows:

1. Amend Section 1.1 to "State of New Hampshire, Department of Information Technology."
2. Amend Section 1.4 to change the Contractor Address to: 11311 Cornell Park Drive, Suite 300 Cincinnati, OH 45242.
3. Amend Section 1.6 of the General Provisions of the Agreement to reflect a new completion date of January 31, 2013.
4. Amend Section 1.8 of the General Provisions of the Agreement by increasing the Price Limitation from \$102,735.64 to \$167,653.48.

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

*Remainder of page left intentionally blank.*

<b>Contract #2007-084</b> <b>Entire Contract</b>	<b>AMENDED TEXT</b>																				
<b>All Sections</b>	Delete all occurrences of "Office of Information Technology" and replace with "Department of Information Technology."																				
<b>All Sections</b>	Delete all occurrences of "OIT" and replace with "DoIT."																				
<b>Contract #2007-084</b> <b>Exhibit A</b> <b>Section Number</b>	<b>AMENDED TEXT</b>																				
<b>Section 4.2</b> <b>State Contract Manager</b>	Delete Section 4.2: <i>Contract Manager</i> , and replace with:  <b>4.2 State Contract Manager.</b> The State shall designate a Contract Manager who shall function as the State's representative with regard to Contract administration. The State has designated:  <div style="text-align: center;"> Steven J. Kelleher  Information Technology Manager  Department of Information Technology  64 South Street, Concord NH 03301  1-603-230-3459  Steven.Kelleher@doit.nh.gov </div> or his designated successor.																				
<b>Section 12</b> <b>Dispute Resolution Table</b>	Delete the " <b>Dispute Resolution Responsibility and Schedule Table</b> " and replace with:  <b>Dispute Resolution Responsibility and Schedule Table</b> <table border="1" data-bbox="398 1203 1351 1646"> <thead> <tr> <th>LEVEL</th> <th>FDGS</th> <th>STATE</th> <th>CUMULATIVE ALLOTTED TIME</th> </tr> </thead> <tbody> <tr> <td>Primary</td> <td>Aaron Amirault Mgr of Client Services</td> <td>Steven J. Kelleher IT Manager</td> <td>5 Business Days</td> </tr> <tr> <td>First</td> <td>Gerhard Milkuhn Director of Client Services</td> <td>Assistant ASD Director</td> <td>10 Business Days</td> </tr> <tr> <td>Second</td> <td>Jason Clark Relationship Manager</td> <td>ASD Director</td> <td>15 Business Days</td> </tr> <tr> <td>Third</td> <td>Chuck Eliassen Vice President</td> <td>DoIT Commissioner</td> <td>20 Business Days</td> </tr> </tbody> </table>	LEVEL	FDGS	STATE	CUMULATIVE ALLOTTED TIME	Primary	Aaron Amirault Mgr of Client Services	Steven J. Kelleher IT Manager	5 Business Days	First	Gerhard Milkuhn Director of Client Services	Assistant ASD Director	10 Business Days	Second	Jason Clark Relationship Manager	ASD Director	15 Business Days	Third	Chuck Eliassen Vice President	DoIT Commissioner	20 Business Days
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Second	Jason Clark Relationship Manager	ASD Director	15 Business Days																		
Third	Chuck Eliassen Vice President	DoIT Commissioner	20 Business Days																		
<b>Attachment A to Exhibit A</b>	Replace the following box in the "Production Escalation Chart:" <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Tom Siekman  Executive Vice President </div> With the following box: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> Chuck Eliassen  Vice President </div>																				
<b>Attachment A to</b>	Replace the following box in the "Production Escalation Chart:"																				

<b>Exhibit A</b>	<p>Escalate in this order:</p> <p>Account Manager or Project Manager</p> <p>Solution Director</p> <p>Michael Brooks Solution Center Vice-President</p> <p>Or</p> <p>Chuck Eliassen Outsourcing Vice President</p> <p>Tom Siekman or Greg Bishop Executive Vice-President</p> <p>With the following box:</p> <table border="1" data-bbox="409 646 982 957"> <tr> <td> <p>Escalate in this order:</p> <p>Client Services Manager</p> <p>Client Services Director</p> <p>Relationship Manager</p> <p>Chuck Eliassen Vice President</p> </td> </tr> </table>	<p>Escalate in this order:</p> <p>Client Services Manager</p> <p>Client Services Director</p> <p>Relationship Manager</p> <p>Chuck Eliassen Vice President</p>	
<p>Escalate in this order:</p> <p>Client Services Manager</p> <p>Client Services Director</p> <p>Relationship Manager</p> <p>Chuck Eliassen Vice President</p>			
<b>Contract #2007-084 Exhibit B Section Number</b>	<b>AMENDED TEXT</b>		
<b>Section 1 Deliverable Payment Schedule</b>	<p>Delete Section 1.0 and replace with:</p> <p><b>1. DELIVERABLE PAYMENT SCHEDULE.</b></p> <p>The State agrees to process payment to FDGS within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice according to the rates in: Attachment B: <i>Maintenance Quote</i> for February 1, 2011 through January 31, 2013. In the event the State disputes all or any portion of an invoice it shall provide FDGS with written notice describing the dispute as soon as possible, but in any event prior to the payment due date. The State shall pay any undisputed portion of an invoice in accordance with the payment terms herein.</p>		
<b>Section 2.1</b>	<p>Delete Section 2.1 and replace with:</p> <p><b>2.1</b> The maintenance period is from the Effective Date to January 31, 2013.</p>		

<b>Section 3.2</b>	<p>Delete Section 3.2 and replace with:</p> <p>3.2 Notwithstanding any provision of this Contract to the contrary, the Not-to-Exceed value of \$167,653.48 does not include any extensions of this Contract beyond January 31, 2013, nor does it include any changes in the Scope of Work that may be requested by the State.</p>	
<b>Section 3.3</b>	<p>Delete Table 1-A and replace with:</p>	

<b>Maintenance Pricing</b>	Table 1-A			
	<b>Maintenance Year</b>	<b>Annual Payment</b>	<b>18% Late Fee</b>	<b>Totals</b>
	Year 1	\$27,617.56	\$4971.16	\$32,588.72
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	Year 4	\$31,766.69	\$0	\$31,766.69
	Year 5	\$33,151.15	\$0	\$33,151.15
<b>Total</b>	<b>\$151,981.95</b>	<b>\$15,671.53</b>	<b>\$167,653.48</b>	

**Table 3 Contract 2007-084 Interactive Voice Maintenance**

<b>CONTRACT AND AMENDMENT NUMBER</b>	<b>AMENDMENT TYPE</b>	<b>G&amp;C DATE</b>	<b>CONTRACT AMOUNT</b>
2007-084	Original Contract	5/21/08 Item #6	\$102,735.64
2007-084 Amendment A	Amendment A – Maintenance Extension	Upon G&C Approval	\$64,917.84
	<b>CONTRACT TOTAL</b>		<b>\$167,653.48</b>

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.

[Signature]  
Chuck Eliasen, Vice President  
First Data Government Solutions, LP

Date: 1/4/11

Corporate Signature Notarized:  
STATE OF Ohio

COUNTY OF Hamilton

On this the 4th day of January, 2011, before me, notary public State of Ohio, the undersigned Officer Chuck Eliasen, personally appeared and acknowledged her/himself to be the Vice President, of First Data Government Solutions, LP, 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.

[Signature]  
Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

Janic P. McCauley-Myers  
Notary Public, State of Ohio  
My commission expires July 25, 2012



State of New Hampshire

[Signature]  
Peter C. Hastings, Interim Commissioner  
State of New Hampshire  
Department of Information Technology

Date: 1/5/11

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

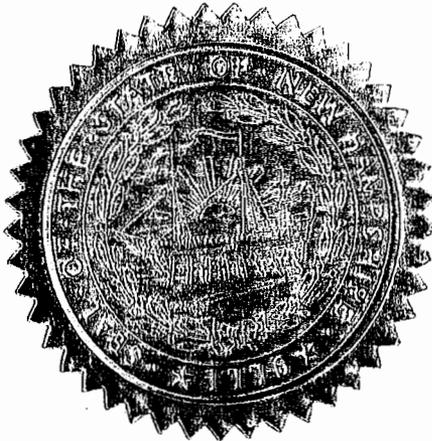
[Signature]  
State of New Hampshire, Department of Justice

Date: 1/6/11

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 FIRST DATA GOVERNMENT SOLUTIONS, INC., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 16, 1998. 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 22<sup>nd</sup> day of December, A.D. 2010

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

William M. Gardner  
Secretary of State

**FIRST DATA GOVERNMENT SOLUTIONS, LP**

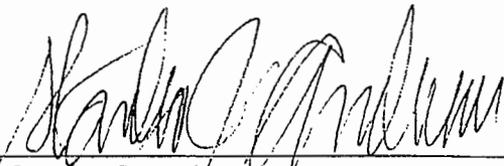
**Officer's Certificate**

The undersigned, Stanley J. Andersen, hereby certifies that he is the duly elected Vice President & Assistant Secretary of First Data Government Solutions, LP (the "Company"), a Delaware limited partnership, and does hereby further certify:

- That the following statements are true and accurate based on the resolutions adopted by the action of the General Partner on January 1, 2010, which action was executed in accordance with Delaware law and the by-laws of the Company.
- That the signature of Chuck Eliason, Vice President, of the Company affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.
- That the foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate as of the date below.

Dated: January 4, 2011

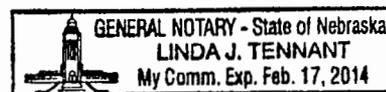
  
 \_\_\_\_\_  
 Stanley J. Andersen  
 Vice President & Assistant Secretary

State of Nebraska    )  
                                   ) SS.:  
 County of Douglas    )

On this 4th day of January 2011, before me a Notary Public in and for the State and County aforesaid, personally appeared Stanley J. Andersen, Vice President & Assistant Secretary of First Data Government Solutions, LP, a Delaware limited partnership.

Subscribed and sworn to before me on the day, month, and year first above set forth

  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 Commission Expires: February 17, 2014



(Notarial seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2011

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

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

<b>PRODUCER</b> MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326  400080-FDC-CAS-11-12	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td></td> <td></td> </tr> <tr> <td>INSURER B : New Hampshire Ins Co</td> <td></td> <td>23841</td> </tr> <tr> <td>INSURER C : Illinois National Ins Co</td> <td></td> <td>23817</td> </tr> <tr> <td>INSURER D : N/A</td> <td></td> <td>N/A</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Ins. Co.			INSURER B : New Hampshire Ins Co		23841	INSURER C : Illinois National Ins Co		23817	INSURER D : N/A		N/A	INSURER E :			INSURER F :	
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<b>INSURED</b> FIRST DATA CORPORATION ATTN: LARA PEARSON-FOMIN 6201 POWERS FERRY ROAD ATLANTA, GA 30339																					

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-002363233-09                      **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		4361091	01/01/2011	01/01/2012	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	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		026149977 (AOS)	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	026149973 (CA)	01/01/2011	01/01/2012	E.L. EACH ACCIDENT	\$ 1,000,000
C		N/A	026149975 (TX)	01/01/2011	01/01/2012	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below		026149976 (MA, WI)	01/01/2011	01/01/2012	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Workers Compensation		026149974 (FL)	01/01/2011	01/01/2012		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 PROJECT/LOCATION OF WORK: First Data Government Solutions

<b>CERTIFICATE HOLDER</b>  STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY ATTN: CHIEF INFORMATION OFFICER 27 HAZEN DRIVE CONCORD, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  Ted L. Young <i>Ted L. Young</i>
---	---





**STATE OF NEW HAMPSHIRE**  
**OFFICE OF INFORMATION TECHNOLOGY**  
Office of the Governor  
27 Hazen Dr., Concord, NH 03301  
603-271-2843 1-800-852-3345 x2843  
Fax: 603-271-1516 TDD Access: 1-800-735-2964

G+C  
5/21/08  
#6

**Richard C. Bailey, Jr.**  
*Chief Information Officer*

May 5, 2008

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

**REQUESTED ACTION**

Authorize the Office of Information Technology to enter into a **sole source** contract with First Data Government Solutions (Vendor # 101127) of Englewood, CO, in the amount of \$102,735.64, from the date of Governor and Council Approval through January 31, 2011, with two (2) one-year options to extend until January 31, 2013. Services include support and maintenance of a proprietary interactive voice response system that provides child support payment information to clients and claims payment information to childcare providers of the Department of Health and Human Services, Division of Child Support Services and Division for Children, Youth and Families. 100% Other (Agency) Funds.

Funding is available in account Agency Software Division as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding Source	Job #	FY08	FY09	FY10	FY11	Totals
101-003-1660-0300-024-0230-7130400	03950039	\$2036.80	\$24,543.33	\$34,360.68	\$32,934.77	\$102,735.64
101-003-1660-0300-024-0230-7130400	03950137	\$678.92	\$8,181.10			
<b>Total Funding:</b>		<b>\$2,715.72</b>	<b>\$32,724.43</b>	<b>\$34,360.68</b>	<b>\$32,934.77</b>	<b>\$102,735.64</b>

**EXPLANATION**

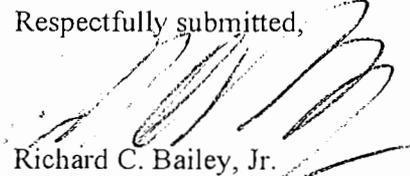
The Office of Information Technology and the Department of Health and Human Services deems this contract to be very important because it is a cost efficient way to manage routine business and service process to child support clients and daycare providers, twenty-four hours a day, seven days a week, through technology automation. The system routinely responds to 50,000 calls per month and provides up-to-date payment information and process improvement to NH citizens. Answering this many calls with state staff would be manual and labor intense.

The contract is **sole source**, since First Data Government Solutions (formerly Renaissance Government Solutions and GovConnect) developed the proprietary system and therefore are the most knowledgeable and reliable vendor to provide maintenance and support services.

In 1998, the Department of Health and Human Services (DHHS), Division of Child Support Services (DCSS) contracted with Renaissance Government Solutions (G&C January 5, 1999, Item #85) to develop the interactive voice response system to respond to telephone inquiries from custodial and non-custodial parents regarding case payment information. The system was successfully developed and has been in operation for almost ten (10) years, processing approximately 40,000 calls per month. The system was expanded in 2000 to include daycare provider claims payment information, processing approximately 10,000 calls per month. The contract was amended in 2001 (G&C September 19, 2001, Item #175), to enable the system to serve Spanish-speaking clients. Support and maintenance is an ongoing requirement, to assure that the system is available to citizen twenty-four (24) hours per day, seven (7) days per week, as well as to have critical changes made to the date and time synchronization system each year.

The Office of Information Technology estimates that the 100% paid by agency Class 027 appropriations will be funded with 68% General funds.

Respectfully submitted,



Richard C. Bailey, Jr.  
Chief Information Officer

RCB/ltn  
A&E RID #4013

cc: John O'Neal  
Leslie Mason



STATE OF NEW HAMPSHIRE  
OFFICE OF INFORMATION TECHNOLOGY

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

Richard C. Bailey, Jr.  
Chief Information Officer

May 5, 2008

John O'Neal  
Office of Information Technology  
49 Donovan Street  
Concord, NH 03301

Dear Mr. O'Neal:

This letter represents formal notification that the Office of Information Technology (OIT) has approved your request on behalf of the Department of Health and Human Services to enter into a contract with First Data Government Solutions, of Englewood, CO (Vendor # 101127) as described below and referenced as OIT No. 2007-084.

This is a request to enter into a contract for maintenance and support of the integrated voice response system used by DCSS and DCYF in support of the Child Support Payment System. The contract will become effective upon Governor and Council approval through January 31, 2011, with two (2) optional one-year extension periods, not to extend beyond January 31, 2013. The amount of the contract is not to exceed \$102,735.64.

A copy of this letter should accompany the Office of Information Technology 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 horizontal line.

Richard C. Bailey, Jr.

RCB/ltn  
A&E RID: 4013

cc: Leslie Mason

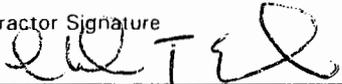
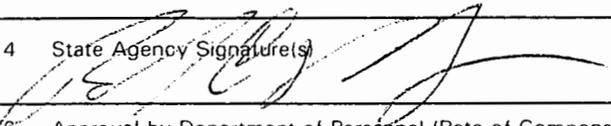
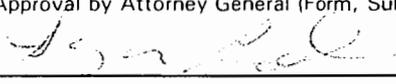
Subject: **2007-084 -OIT Interactive Voice Response - First Data Government Solutions**

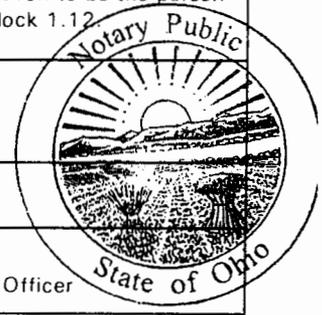
**AGREEMENT**

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

**GENERAL PROVISIONS**

1. Identification and Definitions.

1.1 State Agency Name State of New Hampshire, Office of Information Technology		1.2 State Agency Address 27 Hazen Drive Concord, NH 03301	
1.3 Contractor Name First Data Government Solutions, LP by its General Partner, First Data Government Solutions, LLP		1.4 Contractor Address 12500 E. Belford Avenue, M18U Englewood, CO 80112	
1.5 Account No.	1.6 Completion Date January 31, 2011	1.7 Audit Date N/A	1.8 Price Limitation \$102,735.64
1.9 Contracting Officer for State Agency Richard C. Bailey, Jr.		1.10 State Agency Telephone Number 603-223-5703	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signer Chuck Eliassen, Vice President	
1.13 Acknowledgment: State of Ohio, County of Hamilton On Feb. 11, 2008, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2 Name & Title of Notary or Justice of the Peace Janic P. McCauley-Myers Notary Public, State of Ohio My commission expires July 25, 2012			
1.14 State Agency Signature(s) 		1.15 Name/Title of State Agency Signor(s) Richard C. Bailey, Jr., Chief Information Officer	
1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By:  Assistant Attorney General, On: 3/17/08			
1.18 Approval by the Governor and Council By: _____ On: _____			
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").			
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.			
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of 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 this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.			



It is unlawful to make any alteration to the text of this document.  
A signature on this document signifies that no alterations have been made to the original text or format.

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

**7. PERSONNEL**

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 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.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

**8. EVENT OF DEFAULT, REMEDIES.**

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

**14. INSURANCE AND BOND.**

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

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph 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 10 days after written notice thereof has been received by the State.

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

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

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

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understanding.



It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**1. INTRODUCTION**

This Contract is between the State of New Hampshire, Office of Information Technology (OIT) and First Data Government Solutions, LP, 12500 E. Belford Avenue, M14-R, Englewood, CO 80112 (referred to as the "Contractor" or "FDGS") for the provision of Interactive Voice Response (IVR) Hardware and AccessNet software maintenance and Support to the Department of Health and Human Services, Division of Child Support Services (referred to as the "State" or "DCSS").

**2. CONTRACT/ORDER OF PRECEDENCE**

This is a Non-Exclusive Contract. This Contract consists of the following Documents, which are incorporated herein by reference. In the event of conflict or ambiguity among the Contract Documents, the following order of precedence shall govern:

1. New Hampshire Standard Contract (Form P-37)
2. Exhibit A – Statement of Work
3. Exhibit B – Not to Exceed Payment Schedule
4. Exhibit C – Special Provisions
5. Attachments A - Maintenance Quote

**3. PERIOD OF PERFORMANCE/TERMINATION**

**3.1 Period of Performance**

The term of this Contract shall commence upon the Effective Date, which is the date of Governor and Executive Council approval, and extend for three (3) years, with two (2) one-year extensions upon written agreement of the parties and approval of Governor and Executive Council.

**3.2 Termination for Convenience**

The State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to FDGS.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**4. CONTRACT ADMINISTRATION**

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

Jason Clark  
First Data Government Solutions, LP  
11311 Cornell Park Drive, Suite 300  
Cincinnati, Ohio 45242  
Phone: 513-489-9599 ext 184  
Fax: 513-489-6521  
or his designated successor.

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

John O'Neal  
Information Technology Manager  
Office of Information Technology  
27 Hazen Drive  
Concord, NH 03301  
Phone (603) 271-4905  
Fax (603) 271-3007  
john.oneal@oit.nh.gov  
or his designated successor.

**5. SCOPE OF SERVICES**

FDGS shall provide the State with AccessNet Software maintenance and Support as described herein.

**5.1 Maintenance and Technical Support Services.**

FDGS will provide the State with maintenance and technical Support, in accordance to the FDGS Platinum Service, for the AccessNet Software and Hardware as described in Table 1 below.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

Table 1 - Voice Response Hardware and Software

Quantity	Product	Description
	<b>SOFTWARE</b>	
1	ANET-LP-SPAN	Voice Response Spanish language pack module
3	ANET-CL-USER	AccessNet (1) Client Access license (from WS)
2	SA/160	Dialogic station adapter LSI-RJ-1 for 16 ports
1	ANET-SVR-DB	AccessNet RIMS DB server runtime license
1	ANET-SVR-TCP	AccessNet TCP data access runtime server
18	ANET-CL-VS2	AccessNet WinRIMS two (2) user voice response runtime client
1	ANET-AP-CSE	AccessNet child support enforcement database IVR
1	ANET-SVR-PBX	AccessNet PBX gateway software server runtime license
	<b>HARDWARE</b>	
2	D/120JCT-LS	Dialogic 16 port analog high density card

**Maintenance Obligations.** FDGS shall maintain the Software to perform in accordance with the Specifications contained in Attachment A to Exhibit A. FDGS shall repair or replace the Software that has a Deficiency and/or Deficiencies or a Defect and/or Defects without any additional charge. FDGS will cooperate with DCSS while performing all tasks related to correcting Defects and Deficiencies connected with the Software.

FDGS shall maintain the Software to meet and operate in accordance with the Specifications. DCSS may, at its sole option, conduct user acceptance testing to verify that all Specifications have been met.

**5.2 Service Levels:**

- A. FDGS shall provide the Support and Maintenance Services Monday through Friday between the hours of 8:00 AM to 8:00 PM EST, excluding State Holidays, and shall respond to telephone and electronic inquiries within two (2) hours of initial contact, with assistance response dependent upon the Severity Level of a Deficiency.
- B. FDGS shall provide EMERGENCY Support and Maintenance Services (Severity Levels 1 and 2), Monday through Friday, weekends, and holidays, between the hours of 8:00 PM to 8:00 AM EST, and shall respond to telephone inquiries within one (1) hours of initial contact, with assistance response dependent upon the Severity Level of a Deficiency.
- C. FDGS shall guarantee availability of technical assistance during Support hours with a two (2) hour response time.

**State of New Hampshire**  
**Office of Information Technology**  
**Interactive Voice Response Maintenance**  
**Contract #2007-084**

**Exhibit A**

- D. FDGS shall provide all updated Software releases to Table 1 referenced above in Section 5.1: *Maintenance and Technical Support Services*, as part of the fully paid Software licensing maintenance agreement. Should the State's current AccessNet software require a code change to function with the latest AccessNet release said code change would not be covered under the maintenance agreement and would be considered a Change Order (See Exhibit A, Section 6: *Change Orders*).
- E. FDGS shall provide remote diagnostic Services within four (4) business hours of a request.

**5.3 On-Site Assistance**

If the State requests FDGS on-site assistance, the State will be billed on a time and materials basis including travel expenses. Total expense for on-site assistance will include service, travel, lodging, mileage and meals; it will be paid as a separate item. All travel expenses (e.g. airfare, hotel, food, mileage - then current IRS mileage rate) and miscellaneous materials will be billed at cost. In no event shall the total fully loaded day rate exceed \$1,750.00. "Fully loaded day" is defined as (8) standard business hours Monday through Friday 8:00am to 5:00pm EST. Receipts will be retained by FDGS for the State's review for a period of not less than six (6) months after invoicing such travel expenses. Any airfare shall be by Economy class. Notwithstanding the foregoing, or any provision of this Contract to the contrary, no on-site assistance will be provided to the State, and the State shall have no liability for any on-site assistance, unless otherwise agreed to by the parties in writing, subject to the amendment process set forth in paragraph 17 of the General Provisions (P37), including, but not limited to, the approval of the Governor and Executive Council.

**5.4 Service Limits**

FDGS shall only Support the Software products listed in Section 5.1: *Maintenance and Technical Support Services*, Table 1. FDGS and the State acknowledge that other software packages and systems software similar to the Software provided to the State hereunder, may not co-exist as part of the State's IVR. FDGS shall not support any hardware or software packages developed or provided by other vendors. The State, if it so desires, shall obtain such support directly from the applicable vendor.

**5.5 Backup Procedures**

Backup procedure is a responsibility of the State. Before performing changes to the Software, FDGS shall confirm with the State that backup of the Software has been performed successfully before proceeding.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

It shall be the responsibility of the State to maintain adequate Data files and Application backups to provide protection against inadvertent Data loss for any reason. Regardless of cause of loss of such Data, FDGS shall not in any way be liable therefore.

**6. 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 FDGS' receipt of the Change Order request, FDGS shall advise the State, in detail, of any impact to cost (e.g., increase or decrease) or Schedule, upon which the parties shall mutually agree.

FDGS may request a change within the scope of the Contract by written Change Order, detailing any impact on cost or Schedule. Within ten (10) business days of the State's receipt of the Change Order, the State shall respond to the FDGS request in writing.

The State will be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing within ten (10) business days of the State's receipt of the Change Order.

Notwithstanding any provision of this Contract to the contrary, in no event shall total payments made under this Contract exceed the Contract Price set forth in Section 1.8 of the Form P-37 (General Provisions). In the event a Project requires the expenditure of additional funds by the State exceeding the Contract Price, the Project shall be subject to the Contract amendment process set forth in Section 17 of the P-37, including but not limited to, the Governor and Executive Council approval.

**7. WARRANTIES**

**7.1** FDGS shall perform all Services in a professional manner, consistent with industry standards.

**7.2 Non-Infringement.**

FDGS agrees to defend and indemnify the State in the event of any intellectual property infringement claim regarding the Services and Software brought against the State by any third party. Notwithstanding the foregoing, FDGS shall have no obligation to defend against or to pay any costs, damages or attorney's fees with respect to any claim based upon: (a) the use of any altered release if FDGS had not consented to the alteration, or (b) the combination, operation or use of the Services or Software with programs or data which were not furnished by FDGS if such infringement would have been avoided if the programs or data furnished by persons or entities other than FDGS had not been combined, operated or used with the Services or Software, or (c) the use of Services or Software on or in connection with equipment or software not permitted under the Agreement if such infringement would have

**State of New Hampshire**  
**Office of Information Technology**  
**Interactive Voice Response Maintenance**  
**Contract #2007-084**

**Exhibit A**

been avoided by not using the Services or Software on or in connection with such other equipment or software.

- 7.3 Personnel.** The FDGS warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.4** Except as set forth herein, Contractor expressly disclaims any and all warranties, express or implied, oral or written, with respect to the Services including, without limitation, all implied warranties of merchantability or fitness for particular purpose, that the Services or Software will be error-free or in respect of any third-party products or services and all warranties implied from any course of dealing or usage of trade and no representative of FDGS is authorized to give any additional warranty.

**8. CONFIDENTIALITY**

- 8.1** Both parties agree to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all Confidential Information of the other party that becomes available to it in connection with its performance under the Contract. Neither party shall use any information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for FDGS's performance under the Contract.
- 8.2** Any disclosure of the State's Confidential Information shall require prior written approval of the State.
- 8.3** FDGS shall promptly notify the State if a subpoena or other legal process is served upon FDGS regarding the State's Confidential Information, and FDGS shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process at no additional cost to the State. In the event of unauthorized use or disclosure of the State's Confidential Information, FDGS shall immediately notify the State, and the State may immediately pursue any remedy at law or in equity, including, but not limited to injunctive relief.
- 8.4** Notwithstanding the foregoing, or any provision of this Contract to the contrary, FDGS acknowledges that the State is subject to State and Federal laws and regulations governing the public disclosure of information, including but not limited 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 law and regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by FDGS as confidential, the State shall notify FDGS and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

of the information shall be FDGS's sole responsibility and at FDGS's sole expense. If FDGS fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to FDGS, without any liability to FDGS.

**9. FORCE MAJEURE**

Neither FDGS 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, black outs, riots, acts of war, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

**10. FDGS PARTICIPATION**

All products developed (requirements, Specifications, documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract General Provisions (Form P-37).

Any technical education needed by the Vendor to successfully complete the assumed assignment will be at the sole expense of the Vendor and provided by the Vendor.

Vendor must agree to provide an "equal or better" replacement for any personnel who leave employment of the Vendor during the course of the Contract.

Personnel assigned to the State must be available to work upon Contract approval by Governor and Executive Council.

**11. TEST ENVIRONMENT CAPABILITY**

The State experiences changes in policy and procedures that require downloading the changes to data used in the voice response environment system and script changes. The voice response system will maintain multiple versions of scripts within the system. The State will be able to load new versions of data, create test databases, and isolate lines on the system for internal testing. These functions will be supported on the voice response system. Lines can be partitioned with the Analog phone lines to allow the system to support production lines and test lines. The State will need to acquire the individual phone numbers from their telephone line provider in order to segregate individual lines for testing.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**12. INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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

<b>LEVEL</b>	<b>FDGS</b>	<b>THE STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Jason Clark Manager of Client Services	John O'Neal Director of Application Development	5 Business Days
First	Gerhard Milkuhn Director of Client Services	John O'Neal Director of Application Development	10 Business Days
Second	Chuck Eliassen Vice President of Client Services	Peter Croteau Director, Application Service Division	15 Business Days
Third	Thomas Siekman Senior Vice President	Richard C. Bailey, Jr. Chief Information Officer	20 Business Days

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

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**13. DEFINITIONS**

Application	A program (function) or group of programs (functions) that serve to solve a related need.
Bug	Software not meeting Specifications as set forth in documentation or a separate agreement.
Confidential Information	Information required to be kept confidential from unauthorized disclosure under Section 8 of the Contract Exhibit A.
Contract Manager	The individual(s) identified in Section 4 of Contract Exhibit A to serve as the State's and FDGS's respective Contract Managers.
Data	Records, files, forms, data and other documents or information.
DCSS	Division of Child Support Services 129 Pleasant Street Concord, NH 03301
Deficiencies / Defect	<p>A failure, deficiency, or defect resulting in a Deliverable or the Software not conforming to its Specifications.</p> <p><b>Severity 1 Software Deficiency:</b></p> <ul style="list-style-type: none"> <li>• Any problem having MAJOR or GLOBAL impact, resulting in a LOSS of vital services or resources (i.e., any issue affecting greater than 50 percent of the application or solution, NACHA bank file transfers, or Payment Processing)</li> <li>• Any problem causing an outage to the State's critical path primary processing services or capabilities and, an acceptable secondary processing capability is not immediately available.</li> </ul> <p><b>Severity 2 Software Deficiency:</b></p> <ul style="list-style-type: none"> <li>• Any problem causing an outage for the State's primary processing services or capabilities, however an acceptable workaround or secondary processing capability has been implemented.</li> <li>• Any problem causing the system or application to function at a limited capacity. (i.e., any issue affecting less than 50 percent of the application or solution example: one voice server is not working on a multi-voice server system or an issue affecting imports or exports)</li> </ul>

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

	<p><b>Severity 3 Software Deficiency:</b></p> <ul style="list-style-type: none"> <li>• A problem that degrades or compromises the usability or access to a non-critical application, system or function.</li> <li>• General Inquiries pertaining to system functionality. (i.e., how to automate ISM reports, questions regarding platinum report errors).</li> </ul> <p><b>Severity 4 Software Deficiency:</b></p> <ul style="list-style-type: none"> <li>• Problems that have low or no impact to internal or external States.</li> <li>• State questions to Project Team members requesting information about adding additional functionality to a current application, requesting custom application documents (DSD's), etc. Severity 4 tickets serve the function of allowing us to track client communications to the project team that flow e through the help desk.</li> </ul>
Effective Date	The date of Governor and Council approval.
FDGS	First Data Government Solutions, Inc., previously known as GovConnect, Inc., and also previously known as Renaissance Government Solutions, Inc.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Hardware	The computer Hardware identified in Table 1.
Modification	A change to Software requested by the State to meet its specific needs and use, adding value, functionality and/or desirability to the State.
Office of Information Technology (OIT)	The Office of Information Technology established under RSA 4-D within the Office of the Governor.
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Services	The work or labor to be performed by FDGS as described in the Contract.
Software	The computer software identified in Section 5.1, Table 1.
Specifications	The written specifications that detail the requirements are set forth in Attachment A.
Support	Bug fixes and other services described herein.
Term	Period of performance as set forth in Section 3.1

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**Attachment A to Exhibit A**

**SPECIFICATIONS**

**System Maintenance - Platinum Level**

Scope of Coverage

- 7 x 24: 7 days a week, 24 hours a day, 365 days a year
- Use of First Data Government Solutions Help Desk for remote support
- Use of First Data Government Solutions Help Desk for system administration assistance
- Daily automated remote system monitoring
- Platinum heartbeat monitoring
- AccessNet™ product releases and upgrades
- Remote disaster recovery assistance

Contacting the First Data Government Solutions Help Desk

The First Data Government Solutions Help Desk is staffed from 8:00am - 8:00pm EST, Monday through Fridays excluding holidays. At other times, the help desk is monitored by an answering service.

8:00am – 5:00pm Monday through Friday (First Data Government Solutions office hours)

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. An operator is on duty and can page a technician. To reach an operator, press 0.

5:00 pm – 8:00pm Monday through Friday

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be routed to a support technician.
3. If prompted with voice mail, leave a message. It will be listened to promptly.

8:00pm – 8:00am Monday through Friday, weekends, and holidays

1. Dial our support number - 800.747.1374, and select option 2.
2. Your call will be handled by the answering service. They will collect your information.
3. The answering service will page the on-call support technician and communicate the collected information.
4. The on-call support technician will return your call within one hour.

**Remote Support**

The First Data Government Solutions Help Desk utilizes P.C. Anywhere remote control programs to assist in issue research and resolution. First Data Government Solutions support requires direct modem dial in, VPN, or

Initial all pages:

FDGS Initials jm

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

Windows Dial Up Networking access to the system. These programs allow Windows graphical applications to be run and monitored remotely via modem. They include many features specifically designed to assist in remote debugging. In some cases, software fixes/changes will be sent electronically via modem. First Data Government Solutions also maintains an FTP server to facilitate data transfers between State sites and our location. Other remote desktop applications and access methods can be considered on an individual basis, but are not part of the normal maintenance contract.

All issues reported through the First Data Government Solutions Help Desk are logged into our Support Database creating a call ticket. Each call ticket is assigned to a contact within your agency and assigned to a support member of our staff.

- Our support technician can dial into your system or work with your staff on the phone depending on which scenario works best for the situation.
- Our support technician will begin working on your issue within **One** hour of receipt of call.
- Our support technician is responsible for escalating the call according to our Production Escalation Matrix.
- Our support technician is responsible for tracking the issue to its resolution.

Calls are classified into four Severity groups:

**Severity 1:**

- Any problem having MAJOR or GLOBAL impact, resulting in a LOSS of vital services or resources (i.e., any issue affecting greater than 50 percent of the application or solution, NACHA bank file transfers, or Payment Processing)
- Any problem causing an outage to the State's critical path primary processing services or capabilities and, an acceptable secondary processing capability is not immediately available.

**Severity 2:**

- Any problem causing an outage for the State's primary processing services or capabilities, however an acceptable workaround or secondary processing capability has been implemented.
- Any problem causing the system or application to function at a limited capacity. (i.e. , any issue affecting less than 50 percent of the application or solution example: one voice server is not working on a multi-voice server system or an issue affecting imports or exports)

**Severity 3:**

- A problem that degrades or compromises the usability or access to a non-critical application, system or function.
- General Inquiries pertaining to system functionality. (i.e., how to automate ISM reports, questions regarding platinum report errors).



**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

\* All Severity 1 and Severity 2 issues require the Technician on Duty to immediately inform the Account Manager or Project Manager of the situation.

**After Hours, Weekends, and Holidays**

Contact Person	Severity 1 Critical (System Down)	Severity 2 Loss of Functionality	Severity 3 General Inquiry or Question	Severity 4 State questions to Project Team
Client Services Technician on Duty	2 Hours*	2 Hours*	Next Business Day - Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)	Next Business Day - Researched and, if required, escalated according Production Escalation Chart (During FDGS Office Hours)
Escalate in this order:  Account Manager or Project Manager  Solution Director  Michael Brooks Solution Center Vice-President or Chuck Eliassen Outsourcing Vice President  Tom Siekman or Greg Bishop Executive Vice-President	Project Manager or designee will Contact the State to Discuss Resolution and Timing	Project Manager or designee will Contact the State to Discuss Resolution and Timing	<p style="text-align: center;">***** After two weeks the Project Manager meets with Management to devise an appropriate action plan for the Final Resolution of the case. *****</p>	

**System Administration**

The First Data Government Solutions Help Desk is available to help States with questions relating to generic script administration, line configuration, and statistical analysis. When necessary, we will walk the State through running reports and making appropriate changes. These calls would fall under the General Inquiry or Question classification.

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

**Covered Software and Services  
AccessNet IVR Covered Maintenance Items**

Item No.	Task	Resolution / Responsibilities	Comments
1	Operating System Updates (i.e. Windows Service Packs, SQL service packs, etc.)	Responsibility of the State's IT Administration team with approval from FDGS Client Services to ensure updates will not adversely affect the IVR application or AccessNet platform.	
2	IVR Script Changes	State requested modifications to the current production IVR application script will be treated as a change orders. FDGS Project Management and the State will work together to agree on changes and associated costs. FDGS development makes changes and applies it to test system. After testing and acceptance by the State, the change will be remotely applied to the IVR server.	
3	SQL IVR Database Maintenance Plans	FDGS is responsible for the SQL IVR Database Maintenance Plans and will coordinate with the State's System Administrator or IT Administration team. All IVR SQL maintenance plans were originally configured and tested by FDGS. Under the Platinum maintenance plan FDGS Client Services will work with the State's System Administrator or IT Administration team ensure that SQL backups are taking place. The State's System Administrator will be responsible for offline copies of SQL Database backup files.	
4	SQL errors/problems	FDGS Client Services will diagnose and coordinate with the State's System Administrator or IT Administration team to resolve problems.	
5	Hardware Failure – IVR Server	Hardware support of the IVR Server is not supported under this agreement.	

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FDGS Initials

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

6	Hardware Failure – Analog Dialogic Cards	FDGS provides hardware support for two (2) Dialogic 16 port analog high density cards. In the event of a Dialogic card hardware failure FDGS will replace the defective Dialogic card. FDGS will ship the replacement Dialogic card within three (3) business days. The States System Administrator will be responsible for installing the replacement card provided by FDGS. FDGS Client Services will provide remote configuration and support to the States System Administrator.	
7	Network Issues (i.e. Windows OS, TCP/IP error, routers, etc.)	Responsibility of State Network System Administrator. FDGS Client Services will work Collaboratively with State's System Administrator or IT Administration team to help diagnose and identify the problem.	
8	Network maintenance (i.e. Virus Updates, backups, etc.)	Responsibility of State Network System Administrator or IT Administration team. State will install routine virus signature/pattern updates and contact FDGS Client Services before applying other updates to the IVR server.	

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

9	SQL Database Backups	<p>FDGS is responsible for scheduling the execution of the SQL database backup files to provide protection against inadvertent data loss. FDGS will review the operation of this process once daily Monday through Friday except for FDGS Holidays.</p> <p>The State System Administrator will be responsible for off line copies of SQL Database backup files and Application backup files. FDGS shall not in any way be liable for loss of State data unless such loss is caused by: (a) negligent destruction of both the primary and backup data by FDGS; or (b) loss of real-time data resulting from the negligence of FDGS, while performing Support activities under this Agreement. Any data recovery activity shall be coordinated between AWI and FDGS prior to implementation.</p>	<p>The State will provide adequate disk space to store the SQL database backup files and transaction log backup files.</p> <p>The State will provide enough disk space to store at least 4 days of SQL data file backups</p> <p>FDGS will setup SQL database backup plans to backup the SQL data files nightly (retaining 4 days).</p>
10	Application Backups / Server Backups	<p>Responsibility of State Network System Administrator or IT Administration team.</p> <p>The State will be responsible for off line Full backups of the AccessNet application and all servers used for this solution.</p>	

**Daily Automated Remote System Monitoring**

The First Data Government Solutions Help Desk monitors State's AccessNet™ solutions via a customized system report. This system report is scheduled and automatically transmitted for review by our support staff. It monitors the performance of the State's system and interrogates system log files to expose and diagnose any problem areas that may be in their infancy. Therefore, we prevent problems before they occur.

**Platinum Heartbeat / Web-beat Monitoring**

This service calls the IVR and/or accesses the WEB application once an hour each day to confirm that the application is available to the public. This automated transaction simulates a small sampling of the script to confirm that the application answers the call (i.e. IVR, phone service is available) or connects to the WEB site (i.e. WEB server/application is available) and that the database is operating (i.e. a test ID is properly confirmed). If the transaction receives an unexpected response, a First Data Government Solutions support technician is paged. At that time the First Data Government Solutions support technician will troubleshoot the

**State of New Hampshire  
Office of Information Technology  
Interactive Voice Response Maintenance  
Contract #2007-084**

**Exhibit A**

problem in order to provide issue resolution and contact the system administrator if needed. The service will be aware of the specific application's scheduled downtime and not report this incorrectly as an error.

**New AccessNet™ product releases and upgrades**

New product releases and upgrades for AccessNet™ products are included in the cost of your Platinum Maintenance plan. This includes the cost of the new release or upgrade as well as the labor to install it. Upgrades are installed when the new features will positively affect your application. When this situation occurs, a First Data Government Solutions support technician will contact you to coordinate a time for the installation. New product releases are only available for AccessNet™ products.

Also included in your Platinum plan are updates to documentation. When a new release of AccessNet™ has been installed on your system, it comes with a set of release notes. These are available on-line and list new features and enhancements. They come with a help look up function as well as a system administrator's guide.

**Remote Disaster Recovery Assistance**

In the event of a system crash, the First Data Government Solutions Help Desk will assist with installation of the Windows 2003 operating system, service packs, driver and support software packages including PC Anywhere, Dialogic, MS Access, etc. First Data Government Solutions will lead in the installation of the AccessNet™ and custom application software along with any troubleshooting or fine-tuning that is required to complete the recovery.

The State is responsible to have the original software and licenses, along with tape or network backups available at the time of recovery.

- *In the event the system failure was a result of the State making unauthorized modifications to software or hardware, First Data Government Solutions will provide a time and material quote for the Disaster Recovery Assistance. Also, should the State require on-site recovery assistance, First Data Government Solutions will provide a time and material quote.*
- *If the State does not have the resources available on-site to assist with the Disaster Recovery, the State can send the server to our facility for repair. If this option is selected, First Data Government Solutions will provide the State with a time and material quote.*

**State of New Hampshire**  
**Office of Information Technology**  
**Interactive Voice Response Maintenance**  
**Contract #2007-084**  
**Exhibit B**

**NOT TO EXCEED PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE.**

The State agrees to process payment to FDGS within thirty (30) calendar days of the State Project Manager's receipt of a correct and undisputed invoice according to the rates in:

Attachment B: *Maintenance Quote* for February 1, 2008 through January 31, 2011. In the event the State disputes all or any portion of an invoice it shall provide FDGS with written notice describing the dispute as soon as possible, but in any event prior to the payment due date. The State shall pay any undisputed portion of an invoice in accordance with the payment terms herein.

**2. FIRM FIXED PRICE PAYMENT SCHEDULE**

The pricing of the FDGS Voice Response Hardware and Software Support is based upon the pricing in Attachments A: *Maintenance Quote* for maintenance and Support of the systems described in Contract Exhibit A, according to the Service level agreement described in Contract Exhibit A, Section 5.2: *Service Levels* and FDGS Platinum service level.

- 2.1 The maintenance period is from the Effective Date to January 31, 2011.
- 2.2 The maintenance coverage selected is FDGS Platinum.
- 2.3 Should the State extend the Contract beyond the original termination date of January 31, 2011, FDGS reserves the right to provide a current price schedule.

**3. Not to Exceed Value.**

- 3.1 Payment for Support is due prior to the commencement of this Agreement and is not refundable. Notwithstanding the foregoing, all payments under the Contract are subject to the approval of Governor and Council and the State shall not be liable for payment for FDGS' performance of its obligations prior to the Effective Date. All payments due hereunder except annual fees are due thirty (30) days from receipt of invoice therefore. If any payment due hereunder is not received within forty-five (45) days after receipt of invoice therefore, FDGS may, at its discretion, suspend all Services and add a charge of 1-1/2% per month (annual rate of 18%).

**State of New Hampshire**  
**Office of Information Technology**  
**Interactive Voice Response Maintenance**  
**Contract #2007-084**  
**Exhibit B**

- 3.2 Notwithstanding any provision of this Contract to the contrary, the Not-to-Exceed value of \$102,735.64 does not include any extensions of this Contract beyond January 31, 2011, nor does it include any changes in the Scope of Work that may be requested by the State.
- 3.3 The maintenance pricing is provided in Table 1-A below.

Table 1-A

<b>Maintenance Year</b>	<b>Annual Payment</b>	<b>18% Late Fee</b>	<b>Totals</b>
Year 1 Maintenance	\$27,617.56	\$4971.16	\$32,588.72
Year 2 Maintenance	\$28,998.41	\$5219.71	\$34,218.12
Year 3 Maintenance	\$30,448.14	\$5480.66	\$35,928.80
<b>Total</b>	<b>\$87,064.11</b>	<b>\$14,591.53</b>	<b>\$102,735.64</b>



**State of New Hampshire**  
**Office of Information Technology**  
**Interactive Voice Response Maintenance**  
**Contract #2007-084**

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

8.2.5 "The Contractor's monetary liability to State shall not exceed two times the total Contract price, and shall not include indirect, exemplary, punitive, special, incidental or consequential damages. This limitation shall not apply the following:

- (a) Death, bodily injury, or physical damage to real or intangible personal property;
- (b) misappropriation or infringement of any intellectual property, including but not limited to, any patent, copyright, or any unauthorized use of any trade secret;
- (c) personal injury; or
- (d) disclosure of confidential information.

Subject to applicable laws and regulations, including but not limited to, any applicable limitations of liability contained in RSA Chapter 541-B, the State's monetary liability to FDGS shall not exceed two times the Contract price, and shall not include indirect, exemplary, punitive, special, incidental or consequential damages.

Notwithstanding the foregoing or any other provision of the contract to the contrary, 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 the termination of this Agreement.

This Section 8.2.5 shall survive the termination of this Contract."

3. Section 13: *Indemnification* of the General Provisions (Form P37) shall be deleted and replaced with:

**"13. INDEMNIFICATION.**

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the willful misconduct or negligent acts or omissions of the Contractor and its agents. 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 the termination of this Contract."

4. Section 14: *Insurance and Bond* of the General Provisions (Form P37) is hereby deleted and replaced with the following:

**"14. INSURANCE AND BOND.**

Initial all pages:

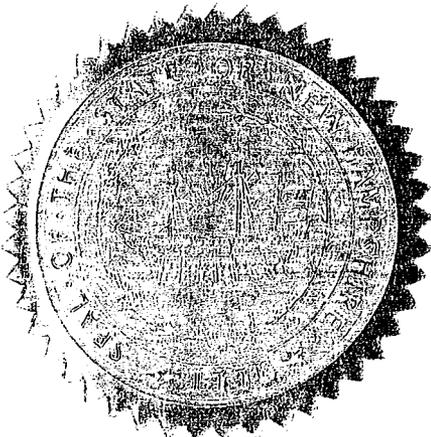
FDGS Initials     jm



# 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 First Data Government Solutions, Limited Partnership d/b/a FDGS, Limited Partnership in New Hampshire is a(n) Delaware Limited Partnership registered to transact business in New Hampshire on August 17, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15<sup>th</sup> day of April, A.D. 2008

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

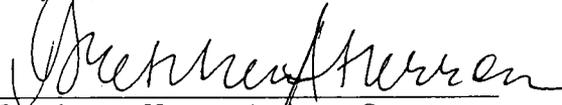
William M. Gardner  
Secretary of State

CERTIFICATE  
(Certification)

I, Gretchen A. Herron do hereby represent and certify that:

- (1) I am Assistant Secretary of First Data Government Solutions, LP, a Delaware limited partnership (the "Company").
- (2) I maintain and have custody of the minutes of the Company.
- (3) I am duly authorized to issue certificates with respect to the contents of such books.
- (4) The following statements are true and accurate based on the resolutions adopted by action of the General Partner on December 1, 2007, which action was executed in accordance with Delaware law and the by-laws of the Company.
- (5) The signature of Chuck Eliassen, Vice President, of this Company affixed to any contract instrument or document shall bind the Company to the terms and conditions of the contract instrument or document.
- (6) The foregoing signature authority has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of the Company this February 27, 2008.

  
Gretchen A. Herron, Assistant Secretary

STATE OF Nebraska

COUNTY OF Douglas

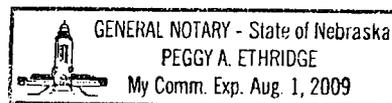
On this the 27<sup>th</sup> day of February, 2008, before me,

Gretchen A. Herron, personally appeared and acknowledged her/himself to be the Assistant Secretary, of First Data Government Solutions, LP, a Delaware limited partnership, and that she/he, as such being authorized to do so, executed the foregoing instrument.

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

  
Notary Public/Justice of the Peace

My Commission Expires: 08-01-09



# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
ATL-001363127-01

**PRODUCER**

MARSH USA, INC.  
3475 PIEDMONT ROAD, N.E., STE 1200  
ATLANTA, GA 30305  
  
404.760.5663 (FAX)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** ZURICH AMERICAN INSURANCE CO
- COMPANY  
**B** ACE AMERICAN INSURANCE COMPANY
- COMPANY  
**C**
- COMPANY  
**D**

400080-FDC-CAS-08/09

**INSURED**

FIRST DATA CORPORATION  
ATTN: LARA PEARSON-FOMIN  
6201 POWERS FERRY ROAD  
ATLANTA, GA 30339

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

2

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	GLO3730585-03	01/01/08	01/01/09	GENERAL AGGREGATE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPI/OP AGG	\$ 3,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 10,000
A	<b>AUTOMOBILE LIABILITY</b>	BAP 3730586-03	01/01/08	01/01/09	COMBINED SINGLE LIMIT	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
B	<b>EXCESS LIABILITY</b>	XOOG-2388-7502	01/01/08	01/01/09	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
A A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC 3730583-03	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		WC 3730584-03 (MA & WI)	01/01/08	01/01/09	<input type="checkbox"/> OTHER	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	<input type="checkbox"/> INCL			EL EACH ACCIDENT	\$ 1,000,000
		<input type="checkbox"/> EXCL			EL DISEASE-POLICY LIMIT	\$ 1,000,000
	<b>OTHER</b>				EL DISEASE-EACH EMPLOYEE	\$ 1,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

First Data Government Solutions

**CERTIFICATE HOLDER**

STATE OF NEW HAMPSHIRE  
OFFICE OF IT  
27 HAZEN DRIVE  
CONCORD, NH 03301

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

AUTHORIZED REPRESENTATIVE  
Marsh USA Inc.  
BY: Ronald A. Santaniello

*Ronald A. Santaniello*

MM1(3/02)

VALID AS OF: 02/26/08