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New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

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

June 28, 2021

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize New Hampshire Employment Security (NHES) to enter into a **retroactive** Contract Amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $1,690,440 from $12,537,950 to $14,228,390 to develop and implement necessary system modifications to enable payments under the Continued Assistance for Unemployed Workers Act (CAA), to further strengthen fraud prevention/detection in the Pandemic Unemployment Assistance and Pandemic Emergency Unemployment Compensation benefit payment processes under the Coronavirus Aid, Relief, and Economic Security Act of 2020, and to enable payments for the Summer Stipend Program effective upon Governor and Council approval for the period January 2, 2021 through June 30, 2022. 100% Federal funds.

The original contract was approved by the Governor and Council on February 7, 2018 (Item #24) following a competitive bid process. There have been five amendments to the contract to provide modifications, improvements and continued maintenance of the unemployment benefit system functionality. Amendments #1 through #5 were approved by Governor and Council on February 6, 2019 (Item #30), March 27, 2019 (Item #29), April 8, 2020 (Item #29), September 11, 2020 (Informational Item #K), and on January 22, 2021 (Informational Item #EE), respectively.

Federal funding is available in State FY 2022 as follows:

02-27-27-270010-8040	**DEPT OF EMPLOYMENT SECURITY**	**SFY 2022**
10-02700-80400000-038-509038	Technology, Software	$1,690,440

EXPLANATION

NHES is requesting approval of the attached retroactive Contract Amendment #6 for development and implementation of necessary modifications to the New Hampshire Unemployment Insurance System (NHUIS) in order to enable payments under the Continued Assistance for Unemployed

Workers Act (CAA), to further strengthen fraud prevention/detection in the Pandemic Unemployment Assistance and Pandemic Emergency Unemployment Compensation programs under the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, and to enable payments for the Summer Stipend Program.

Due to the last minute nature of federal program extensions throughout the pandemic and the need to make system modifications and enhancements immediately in order to avoid delays in being able to pay unemployment benefits, the work involved with a portion of this request was required to be started and completed immediately. These necessary system modifications were completed in January 2021 with additional federal funds not being released to states until late March 2021.

Regarding the portion of this request dealing with additional federal funding made available to every state workforce agency to further assist with future proofing state payment systems in order to prevent and detect fraud and identity theft, USDOL–ETA offered this additional funding in the form of a supplemental budget request. NHES submitted the necessary applications and was approved for the supplemental funding. The approved system modifications were initiated in April 1, 2021 and are anticipated to be completed by October 1, 2021.

Lastly, additional CARES funds were made available to support the necessary system modifications to make payments under the state's Summer Stipend Program. The Summer Stipend Program provides payments to formerly unemployed workers returning to work and retaining employment for at least eight weeks. The necessary system modifications were initiated upon the announcement of the program on May 19, 2021 and are anticipated to be completed by July 22, 2021.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049F).

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

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

Denis Goulet
Commissioner

June 18, 2021

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049F.

> This amendment request is for SymbioSys Solutions, Inc. to provide the enhancements to the New Hampshire Unemployment Insurance System (NHUIS) system per requirements to utilize Continued Assistance Act Funds for the extension and modification of federal pandemic-related programs, Supplemental Budget Request Funds to further assist with fraud detection/prevention and program integrity and CARES Act Funds to support the Governor's Summer Stipend program.
>
> This amendment increases the price limitation by $1,690,440.00, from $12,537,950.00 to $14,228,390.00, with no change to the contract completion date, effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2018-049F

cc: William Laycock, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #6

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance System (NHUIS) based upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated January 2, 2019, and approved by Governor and Council on February 6, 2019 (Item #30), to provide modifications and improvements to certain reporting functions in NHUIS and to increase the amount of the contract by $50,800.00, from $3,320,000.00 to $3,370,800.00;

WHEREAS, said Agreement was modified by Contract Amendment #2 dated March 6, 2019, and approved by Governor and Council on March 27, 2019 (Item #29), to provide enhancements and/or modifications necessary to support common registration and case management across the ES, UI and DW programs consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for creation of a "common front door" for workforce agencies and systems in NHUIS, and to increase the amount of the contract by $200,000.00, from $3,370,800.00 to $3,570,800.00;.

WHEREAS, said Agreement was further modified by Contract Amendment #3 dated March 26, 2020, and approved by Governor and Council on April 8, 2020 (Item #29), to exercise the option to extend the contract term for a period of two years, from July 1, 2020 to June 30, 2022, to allow for continued maintenance and support of NHUIS by the Vendor and to increase the amount of the contract by $3,479,000.00 from $3,570,800.00 to $7,049,800.00;

WHEREAS, on March 27, 2020, Congress enacted the CARES Act, creating new and expanded benefit programs in connection with the COVID-19 pandemic, including Federal Pandemic Unemployment Compensation (FPUC), Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC), to be administered by and through the State Unemployment Systems, and said Agreement was modified by Contract Amendment #4 dated August 13, 2020, and approved by the Governor on August 20, 2020 (G & C Informational Item # K, September 11, 2020), to allow the expedited development work for the implementation and payment of FPUC, PUA and PEUC benefits as described above, and to increase the amount of the contract by $3,560,300.00 from $7,049,800.00 to $10,610,100.00;

WHEREAS, on August 8, 2020, the President authorized the Lost Wages Assistance (LWA) Program and directed FEMA to use Stafford Act Disaster Relief Funds to provide supplemental payments in the amount of $300 per week for wages lost due to the pandemic. Said Agreement was modified by Contract Amendment #5 dated December 9, 2020, and approved by the Governor on December 14, 2020 (G & C Informational Item # EE, January 22, 2021), to allow the expedited development work for the implementation and payment of LWA benefits as described above, and to increase the amount of the contract by $712,850.00 from $10,610,100.00 to $11,322,950.00;

WHEREAS, on August 31, 2020, the US Department of Labor (USDOL) notified states of new requirements to combat fraud in the benefit payment process and made funds available through the filing of Supplemental Budget Requests (SBRs) for such purpose. Said Agreement was modified by Contract Amendment #5 dated December 9, 2020, and approved by the Governor on December 14, 2020 (G & C Informational Item # EE, January 22, 2021), to allow the expedited development work to strengthen fraud prevention and detection, and to increase the amount of the contract by $1,215,000.00 from $11,322,950.00 to $12,537,950.00;

WHEREAS, on December 30, 2020, the USDOL notified states of the extension and modification of unemployment insurance and federal pandemic-related provisions pursuant to the Continued Assistance for Unemployed Workers Act (CAA), and the availability of additional funding to assist states with the implementation of these new requirements. NHES applied for and has received additional SBR funds in the amount of $650,000.00;

WHEREAS, on January 15, 2021, the USDOL notified states of additional funding available to further assist states with the implementation of new requirements to combat fraud in the benefit payment process. Strengthening fraud prevention is essential to program integrity. NHES applied for and has received additional SBR funds in the amount of $1,215,000.00, of which $790,440.00 is to support this contract amendment;

WHEREAS, on May, 18, 2021 Governor Sununu announced the Summer Stipend Program to provide bonus payments to formerly unemployed workers returning to work and retaining employment for at least eight (8) weeks and directed funds from the Coronavirus Aid, Relief and Economic Security (CARES) Act to be used for this purpose. Said program requires expedited development work to implement said requirements and to make payments in a timely manner to eligible individuals. NHES received authorization for $250,000.00 in CARES Act funds to support the necessary system modifications;

WHEREAS, the Vendor desires to continue to provide the requested technical services and the Parties seek to amend the Agreement in keeping with the agreed upon terms;

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

Table 1 – Modifications to Deliverables

Contract #2018-01	AMENDED TEXT
Agreement (Form P-37) Section 1.8 Pricing	**The Agreement is hereby amended as follows:** **Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation from $12,537,950.00 to $14,228,390.00.**
Contract Agreement Part 2	**Add the following General Provisions to Contract Agreement Part 2 (at page 25):**

Initial all pages
Vendor Initials AR

22. Never contract with the enemy

Pursuant to 2 CFR 183.300, none of the funds received under this contract shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

23. Prohibition on certain telecommunications and video surveillance services and equipment

Pursuant to 2 CFR 200.216, none of the funds received under this contract or any extension shall be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Stevens Amendment: This contract is supported by the Employment and Training Administration (ETA) of the U.S. Department of Labor (USDOL) as part of awards totaling $1,440,440.

Exhibit A; Section 1. Contract Scope and Deliverables

Modify the Deliverables Table 1.4 in Section 1, "Contract Scope and Deliverables" to include the new deliverables, milestones and activities related to NHUIS as follows:

Amendment #6

Ref. #	Activity, Deliverable and Milestone	Delivery Type	Projected Delivery Date
14.	**CAA FPUC:** Implement the reauthorized FPUC program, modified to pay $300 per week in FPUC benefits for weeks of unemployment ending between 1/2/2021 through 3/13/2021. Develop and implement programing code to enable payment of FPUC benefits, when eligible, and deduction of taxes, offsets and child support, as applicable. Perform coding to allow establishment of overpayments. Perform coding to allow staff to view of payments, deductions, check stubs, etc., and claimants to view payments and correspondence.	**Software**	**01/09/2021**
15.	**CAA PUA:** Implement the extension of the PUA program through the week	**Software**	**02/10/2021**

		ending 3/13/2021, by adding 11 additional weeks of unemployment benefits that may only be paid out for the weeks ending on or after 1/2/2021. Design functionality to allow for a phase out period between 3/13/2021 and 4/3/2021, to allow benefits to be extended by up to three additional weeks for claimants who, after being paid for the week ending 3/13/2021, have not yet exhausted benefits. Implement functionality for claimants to upload required documentation substantiating employment or self-employment. Perform code modifications to allow for continued establishment of overpayments, to enable staff to view of payments, deductions, check stubs, etc., and claimants to view payments and correspondence. Perform code modifications to enhance the Federal Report 902B based on refined PUA reporting rules.		
	16.	**CAA PEUC:** Implement the extension of the PUA program to the week ending 3/13/2021, by adding 11 additional weeks of unemployment benefits that may only be paid out for the weeks ending on or after 1/2/2021. Design functionality to allow for a phase out period between 3/13/2021and 4/3/2021, to allow benefits to be extended by up to three additional weeks for claimants, who after being paid for the week ending 3/13/2021, have not yet exhausted benefits. Implement the functionality to continue to pay PEUC if the claimant establishes a new benefit year with a regular UC rate that s at least $25 less than the PEUC WBA.	**Software**	**02/28/2021**

	Perform code modifications to allow for continued establishment of overpayments, to enable staff to view of payments, deductions, check stubs, etc., and claimants to view payments and correspondence. Perform code modifications to enhance Federal Reports based on refined PEUC reporting rules.		
17.	**CAA MEUC:** Implement the new provision that allows certain individuals to be paid an additional $100 of supplemental benefits per week for the weeks ending between 1/2/2021 through 3/13/2021. Implement functionality for claimants to upload the documentation required for substantiating at least $5,000 in self-employment earnings in order to be eligible for MEUC. Perform code modifications to allow for the establishment of overpayments. Perform code modifications to enable staff to view of payments, deductions, check stubs, etc., and claimants to view payments and correspondence. Perform code modifications to enable fiscal reporting for the new MEUC program. Implement any identified Federal Reporting requirements for MEUC.	**Software**	**03/31/2021**
18.	**CAA PUA Fraud:** Interface with NASWA's IDV. Coordinate with and participate in the Identity Verification facility offered by the NASWA Integrity Center. Integrate the information provided by the IDV with New Hampshire's existing identity verification, identity proofing and other fraud detection tools and methods across the InvestiCase module of the Benefit Payment System.	**Software**	**07/30/2021**

19.	**CAA PUA Fraud**: Implement visualization and greater configurability in the current fraud prevention tool to enable quickly adapting to different types of emerging fraud scheme. Enhance the InvestiCase module to incorporate better visualization methods to trace the fraud patterns identified by the application. Additionally, augment the tool to allow authorized power users to easily configure/reconfigure it in a manner that best tackles constantly evolving fraud schemes - empowering BPC staff to effectively detect and prevent fraud as early as possible based on the lessons learned from the PUA, FPUC, PEUC and LWA experience.	**Software**	**10/01/2021**
20.	**CAA PUA Fraud:** Introduce multi-factor authentication. Enhance the current Single Sign-on capability to incorporate contemporary multi-factor authentication features that safeguard existing user accounts from being compromised by fraudsters, while also protecting State and Federal Funds by preventing improper payments towards such hijacked user accounts.	**Software**	**08/13/2021**
21.	**CAA PEUC Fraud:** Further extend the new and enhanced fraud prevention and detect measures to handle early identification and prevention of PEUC-related fraud.	**Software**	**10/01/2021**
22.	**Summer Stipend Program:** Develop, test and implement programming code for the Summer Stipend Program in accordance with requirements to be developed by the State to pay stipends to eligible individuals in the amount of either a one-time fixed $1,000 payment to individuals maintaining full-time employment for eight (8) weeks or a one-time fixed $500 payment to individuals maintaining part-time employment for eight (8) weeks that in either case were formerly collecting unemployment benefits as of May 18, 2021 or later.	**Software**	**07/15/2021** (notify claimants and accept applications) **07/22/2021** (process approved applications and make payments)

		Perform coding to: (a) notify potentially eligible claimants to apply for the stipend; (b) capture response to applications and upload required documents; (c) create workflow for staff to review applications and required documents and approve/deny the request; (d) process approved application to pay stipend using a separate bank account; and (e) allow claimant to view eligibility status.		

Exhibit B Section #1.1

Amend the maximum fixed price referenced in Section 1.1 increasing by $1,690,440 to $14,228,390.

Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:

Amendment #6

MODIFICATIONS

Ref. #	Activity, Deliverable, and Milestone	Est. Due Date	Price/Payment
14.	Amend Section 1.1 – Implement CAA FPUC	01/09/2021	$100,000
15.	Amend Section 1.1 – Implement CAA PUA	02/10/2021	$250,000
16.	Amend Section 1.1 – Implement CAA PEUC	02/28/2021	$150,000
17.	Amend Section 1.1 – Implement CAA MEUC	03/31/2021	$150,000
18.	Amend Section 1.1 – Interface with NASWA's IDV (CAA PUA Fraud)	07/30/2021	$160,800
19.	Amend Section 1.1 – Implement visualization and greater configurability in the current fraud prevention tool (CAA PUA Fraud)	10/01/2021	$347,520
20.	Amend Section 1.1 – Implement multi-factor authentication (CAA PUA Fraud)	08/13/2021	$87,720
21.	Amend Section 1.1 – Implement enhancements for early detection and prevention of PEUC fraud (CAA PEUC Fraud)	10/01/2021	$194,400
22.	Amend Section 1.1 – Implement Summer Stipend Program	07/15/2021 07/22/2021	$250,000
	TOTAL MODIFICATIONS		**$1,690,440**

Table 2 - Estimates for Program Development Figures

	Staff:	Project Mgt	Subject Matter Expert	Lead, Batch & Release Mgt	Senior Develprs - Batch	Develprs - Batch	Senior Dev. – Online	Develprs - Online	Business Analyst SME/QA
Ref #	Hourly Rate:	$185.00	$160.00	$125.00	$125.00	$100.00	$125.00	$105.00	$105.00
14	Hours	120	120	72	120	60	30	0	240
	Cost	$22,200	$19,200	$9,000	$15,000	$6,000	$3,750	$0	$25,200
15	Hours	300	120	120	300	120	300	300	450
	Cost	$55,500	$19,200	$15,000	$37,500	$12,000	$37,500	$31,500	$47,250
16	Hours	180	180	108	180	90	144	0	270
	Cost	$33,300	$28,800	$13,500	$22,500	$9,000	$18,000	$0	$28,350
17	Hours	180	180	108	180	90	180	180	180
	Cost	$33,300	$28,800	$13,500	$22,500	$9,000	$22,500	$18,900	$18,900
18	Hours	272	16	88	0	0	352	296	208
	Cost	$50,320	$2,560	$11,000	$0	$0	$44,000	$31,080	$21,840
19	Hours	312	232	72	200	0	896	616	400
	Cost	$57,720	$37,120	$9,000	$25,000	$0	$112,000	$64,680	$42,000
20	Hours	104	0	16	0	0	216	328	48
	Cost	$19,240	$0	$2,000	$0	$0	$27,000	$34,440	$5,040
21	Hours	136	152	40	40	64	592	296	224
	Cost	$25,160	$24,320	$5,000	$5,000	$6,400	$74,000	$31,080	$23,520
22	Hours	180	158	346	296	192	232	336	268
	Cost	$33,300	$25,280	$43,250	$37,000	$19,200	$29,000	$35,280	$28,140
Grand Total	Hours	1784	1158	970	1316	616	2942	2352	2288
	Cost	$ 330,040	$ 185,280	$ 121,250	$ 164,500	$ 61,600	$ 367,750	$ 246,960	$ 240,240

Initial all pages AR
Vendor Initials ____

Table 3 – Total Contract Price

Contract #2018-01	AMENDED TEXT
Exhibit B Section #2	**Delete Section 2 ("Total Contract Price") and replace with the following:**
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **$14,228,390.00** ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Table 4 – Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020	February 6, 2019 Item #30	$50,800.00
2018-01-2	Amendment #2	June 30, 2020	March 27, 2019 Item #29	$200,000.00
2018-01-3	Amendment #3	June 30, 2022	April 8, 2020 Item #29	$3,479,000.00
2018-01-4	Amendment #4	June 30, 2022	September 11, 2020 Item #K	$3,560,300.00
2018-01-5	Amendment #5	June 30, 2022	January 22, 2021 Item #EE	$1,927,850.00
2018-01-6	Amendment #6	June 30, 2022		$1,690,440.00
	CONTRACT TOTAL			$14,228,390.00

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

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

Date: 06/23/2021

Arvind Ranade
SymbioSys Solutions, Inc.

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 23 day of June, 2021, before me, Vikki Nolin, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

VIKKI J. NOLIN
Justice of the Peace - New Hampshire
My Commission Expires September 23, 2025

State of New Hampshire

Date: 6/23/21

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

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

/s/ Stacie M. Moeser

Date: June 25, 2021

State of New Hampshire, Department of Justice

State of New Hampshire

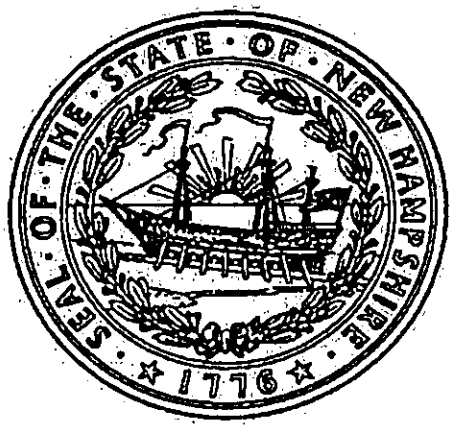
Department of State

CERTIFICATE

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

Business ID: **416652**

Certificate Number: **0005381403**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on June 15th, 2021:
(Date)

RESOLVED: That this Corporation enter into Amendment #6 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment #6 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of June 2021.

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

(Signature of the Officer of the Corporation)

6/23/2021

VIKKI J. NOLIN
Justice of the Peace - New Hampshire
My Commission Expires September 23, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2021

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

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

PRODUCER
Foy Insurance Group - Nashua
350 Main St
Nashua NH 03060

CONTACT NAME: Donna Peirce
PHONE (A/C, No, Ext): (603)883-1587 FAX (A/C, No): (603)883-9997
E-MAIL ADDRESS: donna.peirce@foyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Green Mountain Ins Co	20680
INSURER C: Twin City Fire Ins Co	29459
INSURER D: Westchester A Chubb Company	
INSURER E:	
INSURER F:	

INSURED
Symbiosys Solutions, Inc.
46 S Main St
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: RevMaster 2020/2021 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Per 890008 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER			04SBAPX9402	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			20002449	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1A State: New Hampshire Excl* Arvind Randade 04WECXJ0881 Excl: Jyothi Shanker	11/1/2020	11/1/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	Technology Errors & Omission			F15849514001	11/16/2020	11/16/2021	Limit of coverage	1,000,000
							Aggregate limit	1,000,000

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

Operations usual & customary for Computer Programmer & Software Design. Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER

(603)228-4080 karen.a.levchuk@nhes.nh.gov;

New Hampshire Department of Employment Security
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Foy/PBARB

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New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

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

DEC29'20 AM10:13 RCVD

EE

December 22, 2020

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23 and 2020-24, and suspension of Manual of Procedures 150, V, A, 3 requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a retroactive Contract Amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $1,927,850 from $10,610,100 to $12,537,950 to develop and implement necessary system modifications to enable payments under the President's Lost Wages Assistance Program and to strengthen fraud prevention/detection in the Pandemic Unemployment Assistance and Pandemic Emergency Unemployment Compensation programs' benefit payment processes authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. This contract is paid with 100% Federal funds.

The original contract was approved by the Governor and Council on February 7, 2018 (Item #24) following a competitive bid process. There have been four previous amendments to the contract to provide modifications, improvements and continued maintenance of the unemployment benefit system functionality. Amendments #1, #2, #3 and #4 were approved by Governor and Council on February 6, 2019 (Item #30), on March 27, 2019 (Item #29), on April 8, 2020 (Item #29), and on September 11, 2020 (Item #K), respectively.

Federal funding is available in State FY 2021 forward contingent upon availability and continued appropriations as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2021
10-02700-80400000-038-509038	Technology, Software	$1,927,850

EXPLANATION

The attached retroactive Contract Amendment #5 is for the development and implementation of necessary modifications to the New Hampshire Unemployment Insurance System (NHUIS) in order to enable payments under the President's Lost Wages Assistance Program and to strengthen fraud prevention/detection of benefit payment processes for the Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC) programs authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020.

NHUIS is the automated system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff process and manage the accounts for benefit claims, payments and overpayments. The system is critical to the delivery of much needed benefits to claimants.

The Lost Wages Assistance (LWA) Program was authorized by Presidential Memorandum issued on August 8, 2020 under the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019. The LWA Program provided for a temporary supplemental federally funded weekly benefit payment of $300 to eligible individuals.

Additional federal funds were made available from the United States Department of Homeland Security – Federal Emergency Management Agency (USDHS - FEMA) to cover the cost of system enhancements necessary to make these weekly benefit payments.

The United States Department of Labor – Employment and Training Administration (USDOL-ETA) made additional federal funding available to every state workforce agency to assist with efforts to prevent and detect fraud and identity theft and to recover fraud overpayments associated with the new PUA and PEUC programs. USDOL–ETA offered the additional funding in the form of a supplemental budget request. NHES submitted the necessary applications and was approved for the supplemental funding to support the system modifications necessary to further enhance NHUIS.

The supplemental funds authorized provide for the expansion and improvement of existing integrity functions currently utilized by NHES. New Hampshire has been quite successful with the prevention of pandemic related fraud, particularly identity theft related fraud. These funds will allow NHES to build many of the lessons learned thus far during the pandemic into the benefit system thus making the detection process less manually intensive. InvestiCase, the fraud prevention and detection module within NHUIS, will be further enhanced to provide staff with additional tools to better track, detect, and prevent fraud in both the PUA and PEUC programs. PUA claim-specific screens will also be added to NHUIS to assist with necessary and new data collection for self-employed individuals. Additionally, NHES will be able to coordinate with and participate in the Integrity Data Hub (IDH) operated at no cost to states by the National Association of State Workforce Agencies on behalf of

the USDOL-ETA. IDH is a secure, robust, coordinated platform that allows states to work together to detect and prevent unemployment fraud.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049E).

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

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

Denis Goulet
Commissioner

December 1, 2020

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049E.

> This amendment request is for SymbioSys to perform necessary program development work and implement enhancements to the New Hampshire Unemployment Insurance System (NHUIS) in order to enable NHES to make benefit payments under the President's Lost Wages Assistance (LWA) Program. The amendment also provides for enhancements designed to strengthen fraud prevention/detection in the Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC) benefit payment processes for which the United States Department of Labor (USDOL) made supplemental budget request funds available.
>
> This amendment increases the price limitation by $1,927,850.00, from $10,610,100.00 to $12,537,950.00 and shall become effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2018-049E

cc: William Laycock, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #5

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance System (NHUIS) based upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated January 2, 2019, and approved by Governor and Council on February 6, 2019 (Item #30), to provide modifications and improvements to certain reporting functions in NHUIS and to increase the amount of the contract by $50,800.00, from $3,320,000.00 to $3,370,800.00;

WHEREAS, said Agreement was modified by Contract Amendment #2 dated March 6, 2019, and approved by Governor and Council on March 27, 2019 (Item #29), to provide enhancements and/or modifications necessary to support common registration and case management across the ES, UI and DW programs consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for creation of a "common front door" for workforce agencies and systems in NHUIS, and to increase the amount of the contract by $200,000.00, from $3,370,800.00 to $3,570,800.00;

WHEREAS, said Agreement was further modified by Contract Amendment #3 dated March 26, 2020, and approved by Governor and Council on April 8, 2020 (Item #29), to exercise the option to extend the contract term for a period of two years, from July 1, 2020 to June 30, 2022, to allow for continued maintenance and support of NHUIS by the Vendor and to increase the amount of the contract by $3,479,000.00 from $3,570,800.00 to $7,049,800.00;

WHEREAS, on March 27, 2020, Congress enacted the CARES Act, creating new and expanded benefit programs in connection with the COVID-19 pandemic, including Federal Pandemic Unemployment Compensation (FPUC), Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC), to be administered by and through the State Unemployment Systems, and said Agreement was modified by Contract Amendment #4 dated August 13, 2020, and approved by the Governor on August 20, 2020 (G & C Informational Item # K, September 11, 2020), to allow the expedited development work for the implementation and payment of FPUC, PUA and PEUC benefits as described above, and to increase the amount of the contract by $3,560,300.00 from $7,049,800.00 to $10,610,100.00;

WHEREAS, on August 8, 2020, the President authorized the Lost Wages Assistance Program and directed FEMA to use Stafford Act Disaster Relief Funds to provide supplemental payments for wages lost due to the pandemic. State Governors were required to administer the supplemental payments for lost wages through the State unemployment insurance systems. In New Hampshire, eligible claimants who received at least $100.00 in benefits in a week were eligible to receive an additional $300.00 for each such week for the duration of the Lost Wages Assistance program. The new program required development efforts to enable eligibility certifications, to

implement programming to allow payment of benefits, and create other functionality to permit the program to operate in accordance with all federal requirements;

WHEREAS, on August 31, 2020, the US Department of Labor (USDOL) notified the States of new requirements to combat fraud in the benefit payment process and made funds available through the filing of Supplemental Budget Requests for such purpose. Strengthening fraud prevention is essential to program integrity. NHES applied for and has received SBR funds in the amount of $1,215,000.00.

WHEREAS, the Vendor desires to continue to provide the requested technical services and the Parties seek to amend the Agreement in keeping with the agreed upon terms;

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

Table 1 – Modifications to Deliverables

Contract #2018-01	**AMENDED TEXT**
Agreement (Form P-37) Section 1.8 Pricing	**The Agreement is hereby amended as follows:** **Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation from $10,610,100.00 to $12,537,950.00.**
Exhibit A; Section 1. Contract Scope and Deliverables	**Modify the Deliverables Table 1.4 in Section 1, "Contract Scope and Deliverables" to include the new deliverables, milestones and activities related to NHUIS as follows:**

	Ref. #	**Activity, Deliverable and Milestone**	**Delivery Type**	**Projected Delivery Date**
Amendment #5	**7.**	**LWA Phase 1:** Implement intake processes to obtain LWA eligibility certification from Claimants, Employers (for Work Share plans) and Staff. Develop and implement programing code to enable payment of LWA benefits, when eligible, and deduction of taxes from benefits, when applicable. Perform coding for interaction with a brand-new bank account, create check stub functionality for paper checks and updated bank files. Implement code segments to handle check cancellations, clearance, and reconciliation functions.	**Software**	**9/7/2020**

		Account for LWA benefits separately from other UI benefits. Perform coding to allow establishment of overpayments and exclude offsetting UC benefits to repay such overpayments. Perform coding to allow staff view of payments, deductions, check stubs, etc., and claimants to view payments and correspondence.		
	8.	**LWA Phase 1a:** Develop and implement programming code to enable establishment of a minimum UI WBA of $100.00, with the capacity to generate new determinations, redeterminations and appeals of such monetary determinations.	**Software**	**9/21/2020**
	9.	**LWA Phase 2:** Implement modules for the maintenance of overpayments, and repayments (including both automatic and manual distribution of repayments, separating LWA components from regular UC components, facilitate redirecting of these funds to the new LWA bank account). Incorporate LWA investigations and collections into InvestiCase and CollectiCase. Modify forms, determinations, reports, screen functions and information presented to staff and claimant via on-line view or documentation delivered via mail. Develop and implement programming code to address new federal/financial reports and management reports required for compliance with the LWA program requirements. Amend existing federal ETA reports such as ETA 5159, ETA 5159 STC and ETA 227 to exclude LWA components.	**Software**	**11/30/2020**
	10.	**PUA InvestiCase:** Integrate queries with InvestiCase to provide staff with a birds-eye view of all incoming PUA claims. Allow the queries to be initiated on-demand for a specific timeframe.	**Software**	**03/12/2021**

		Incorporate functionality to integrate query results in a manner that will allow staff to initiate further action instantly, rather than manually entering new cases and/or recording fraud markers based on a review of the results.. Develop additional InvestiCase improvements to: (a) Allow staff to request auto-closing of cases (with audit trail and proper notation) when the investigation of a group of potentially fraudulent "hits" results in a no-fraud conclusion; (b) Provide a detailed history of transactions or data points that caused a claimant to become "blocked" and identified as a potential fraud risk (block tracing); (c) Incorporate lessons learned from PUA, FPUC, PEUC and LWA into the spidering functions of InvestiCase; (d) enable timely follow up actions on ID Theft by interfacing with a new ID Theft claims reporting portal for victims to report incidents; and (e) interface with providers of statewide country prison data for a county prison crossmatch.		
	11.	**PUA Prevent/Deter Fraud:** Create additional pages that will dynamically present as part of the claim form when the claimant indicates they have been self-employed, or system business rules and tools (such as OPO match) identify self-employment. Enhancements will allow: (a) Collection of more detailed information about the self-employment endeavor; (b) Generating requests for proof of income, when applicable; (c) Uploading of supporting documents such as Schedule C; and (d) Staff initiated uploading of self-employment wages where the system would calculate quarterly wages from the Schedule C Line 31, send to the appropriate systems and insert the transaction to generate the monetary determination.	**Software**	**02/05/2021**
	12.	**PUA Interface with IDH:** Coordinate with and participate in the Integrity Data Hub (IDH) maintained by NASWA. Where feasible, integrate the tools and	**Software**	**03/05/2021**

		information provided from the IDH with New Hampshire's existing fraud detection tools and the InvestiCase module of the Benefit Payment System.		
	13.	**PEUC Prevent/Detect Fraud:** Institute new data-gathering and evaluation tools based on the lessons learned from experiences over the past six months, specifically as they pertain to PEUC. New PUA fraud detection and prevention strategies and tools that are to be implemented for PUA will be extended and adapted for PEUC, as applicable. This will include improvements to: InvestiCase, the claims intake process, integration with IDH, marker traceability, etc.	Software	03/12/2021

Exhibit B Section #1.1

Amend the maximum fixed price referenced in Section 1.1 increasing by $1,927,850 to $12,537,950.

Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:

Amendment #5

MODIFICATIONS

Ref. #	Activity, Deliverable, and Milestone	Due Date	Price/Payment
7.	Amend Section 1.1 – Implement Phase 1 – Pay LWA	9/7/2020	$364,090
8.	Amend Section 1.1 – Implement Phase 1a – Establish a minimum WBA of $100	9/21/2020	$132,680
9.	Amend Section 1.1 – Implement Phase 2 – LWA Overpayment maintenance, repayments, reports, others	11/20/2020	$216,080
10.	Amend Section 1.1 – Implement PUA InvestiCase	03/12/2021	$528,520
11.	Amend Section 1.1 – Implement PUA Prevent/Deter Fraud	02/05/2021	$355,440
12.	Amend Section 1.1 – Implement PUA Interface with IDH	03/05/2021	$136,640
13.	Amend Section 1.1 – Implement PEUC Prevent/Deter Fraud	03/12/2021	$194,400
	TOTAL MODIFICATIONS		$1,927,850

Table 2 - Estimates for Not to Exceed Program Development Figures

	Staff:	Project Mgt	Subject Matter Expert	Lead, Batch & Release Mgt	Senior Develprs – Batch	Develprs - Batch	Senior Dev. – Online	Develprs - Online	Business Analyst SME/QA
Ref #	Hourly Rate:	$185.00	$160.00	$125.00	$125.00	$100.00	$125.00	$105.00	$105.00
7	Hours	340	248	276	356	516	508	276	366
	Cost	$62,900	$39,680	$34,500	$44,500	$51,600	$63,500	$28,980	$38,430
8	Hours	104	104	104	136	176	192	116	124
	Cost	$19,240	$16,640	$13,000	$17,000	$17,600	$24,000	$12,180	$13,020
9	Hours	212	112	136	300	380	340	120	108
	Cost	$39,220	$17,920	$17,000	$37,500	$38,000	$42,500	$12,600	$11,340
10	Hours	456	408	72	92	152	1556	896	520
	Cost	$84,360	$65,280	$9,000	$11,500	$15,200	$194,500	$94,080	$54,600
11	Hours	280	296	96	88	88	1064	576	296
	Cost	$51,800	$47,360	$12,000	$11,000	$8,800	$133,000	$60,400	$31,080
12	Hours	192	16	96	256	88	104	104	208
	Cost	$35,520	$2,560	$12,000	$32,000	$8,800	$13,000	$10,920	$21,840
13	Hours	136	152	40	40	64	592	296	224
	Cost	$25,160	$24,320	$5,000	$5,000	$6,400	$74,000	$31,000	$23,520
Grand Total	Hours	1720	1464	816	1792	1072	4040	2512	1598
	Cost	$318,200	$213,760	$102,500	$158,500	$146,400	$544,500	$250,160	$193,830

Table 3 – Total Contract Price

Contract #2018-01	AMENDED TEXT
Exhibit B Section #2	**Delete Section 2 ("Total Contract Price") and replace with the following:**
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **$12,537,950.00** ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Table 4 – Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020	February 6, 2019 Item #30	$50,800.00
2018-01-2	Amendment #2	June 30, 2020	March 27, 2019 Item #29	$200,000.00
2018-01-3	Amendment #3	June 30, 2022	April 8, 2020 Item #29	$3,479,000.00
2018-01-4	Amendment #4	June 30, 2022	September 11, 2020 Item #K	$3,560,300.00
2018-01-5	Amendment #5	June 30, 2022		$1,927,850.00
	CONTRACT TOTAL			**$12,537,950.00**

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

Rest of page intentionally left blank.

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

Date: 12/07/2020

Arvind Ranade
SymbioSys Solutions, Inc.

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 7 day of December, 2020, before me, Vikki Nolin, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer.

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

Notary Public/Justice of the Peace

My Commission Expires:

(SEAL)

VIKKI J. NOLIN
Justice of the Peace - New Hampshire
My Commission Expires September 23, 2025

State of New Hampshire

Date: 12/7/20

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

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

Date: 12/9/2020

State of New Hampshire, Department of Justice

Approved by the Governor and Executive Council

Date: _____

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 416652
Certificate Number: 0004856052

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of March A.D. 2020.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	SYMBIOSYS SOLUTIONS, INC.	Business ID:	416652
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/08/2002	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	10/08/2002		
Principal Office Address:	1 HADLEY DRIVE, NASHUA, NH, 03062, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual		
Business Email:	arvind@symbiosysinc.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SOFTWARE/IT CONSULTING	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Jyothi Shanker / President	1 Hadley Drive, Nashua, NH, 03062, USA
Arvind R. Ranade / Director	1 Hadley Drive, Nashua, NH, 03062, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name:	Ranade, Arvind R.
Registered Office Address:	ONE HADLEY DRIVE, NASHUA, NH, 03062, USA
Registered Mailing Address:	ONE HADLEY DRIVE, NASHUA, NH, 03062, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on December 2nd, 2020:
(Date)

RESOLVED: That this Corporation enter into Amendment #5 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment #5 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of December 2020.

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

Jyothi
(Signature of the Officer of the Corporation)

12/7/2020

VIKKI J. NOLIN
Justice of the Peace - New Hampshire
My Commission Expires September 23, 2025

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2020

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

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

PRODUCER
Foy Insurance Group - Nashua
350 Main St
Nashua NH 03060

CONTACT NAME: Donna Peirce
PHONE (AC, No, Ext): (603)883-1587 FAX (AC, No): (603)883-0997
E-MAIL ADDRESS: donna.peirce@foyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Green Mountain Ins Co	20680
INSURER C: Twin City Fire Ins Co	29459
INSURER D: Westchester A Chubb Company	
INSURER E:	
INSURER F:	

INSURED
Symbiosys Solutions, Inc.
46 S Main St
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: Master 11/2020-2021 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 05009 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			04SBAPX9402	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			20003449	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined single	$ 1,000,000 $ $ $ $ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3A State: New Hampshire, Excl: Arvind Randado 04WECX10891 Excl: Jyothi Shankar	11/1/2020	11/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
D	Technology Errors & Omission			F15049514001	11/16/2020	11/16/2021	Limit of coverage Aggregate limit	1,000,000 1,000,000

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

Operations usual & customary for Computer Programmer & Software Design. Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER

(603)228-4080 karen.a.levchuk@nhes.nh.gov;

New Hampshire Department of Employment Security
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Foy/MCAROL

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New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

AUG25'20 PM 2:06 DAS

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

August 25, 2020

His Excellency, Governor Christopher T. Sununu
And the Honorable Council
State House
Concord, NH 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, and 2020-16, and suspension of Manual of Procedures 150, V, A, 3 requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a retroactive Contract Amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $3,560,300 from $7,049,800 to $10,610,100 to develop and implement necessary system modifications to enable the payment of three new federal benefit programs authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020. This contract is paid with 100% Federal funds.

The original contract was approved by the Governor and Council on February 7, 2018 (Item #24) following a competitive bid process. There have been three previous amendments to the contract to provide modifications, improvements and continued maintenance of NHUIS functionality. Amendments #1, #2 and #3 were approved by Governor and Council on February 6, 2019 (Item #30), on March 27, 2019 (Item #29), and on April 8, 2020 (Item #29), respectively.

Federal funding is available in State FY 2021 forward contingent upon availability and continued appropriations as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2021
10-02700-80400000-038-509038	Technology, Software	$3,560,300

EXPLANATION

The attached retroactive Contract Amendment #4 is for the development and implementation of necessary modifications to the New Hampshire Unemployment Insurance System (NHUIS) in order to enable payment of the three new federal benefit programs authorized under the CARES Act of 2020. Due to the speed and significance with which the COVID-19 pandemic impacted the NH workforce, NHES was not able to request approval in advance.

NHUIS is the automated system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff

process and manage the accounts for benefit claims, payments and overpayments. The system is critical to the delivery of much needed benefits to claimants.

Section 2104 of the CARES Act of 2020 provides for a temporary emergency increase in unemployment compensation (UC) benefits, referred to as the Federal Pandemic Unemployment Compensation (FPUC) program. This program provides an eligible individual with $600 per week in addition to the weekly benefit amount he or she receives from certain other UC programs. The additional $600 payments to eligible individuals each week is 100% federally funded.

Section 2102 of the CARES Act of 2020 provides for additional unemployment assistance to those individuals not eligible under the state UC program. This program is referred to as the Pandemic Unemployment Assistance (PUA) program and provides an individual not eligible for UC with a minimum of $168 and a maximum of $427 weekly benefit amount. The PUA program is 100% federally funded.

Section 2107 of the CARES Act of 2020 provides an additional 13 weeks of unemployment benefits to those eligible individuals who may exhaust their state UC or PUA program benefits. This program is referred to as the Pandemic Emergency Unemployment Compensation (PEUC) program and provides an individual who has exhausted all other benefits with an additional 13 weeks of benefits. The PEUC program is 100% federally funded.

USDOL-ETA made additional federal funding available to state workforce agencies for the implementation of these new programs. USDOL-ETA offered the additional funding in the form of supplemental budget requests. NHES submitted the necessary applications and was approved for the supplemental funding to support the system modifications necessary to administer the new programs. USDOL-ETA recognized that due to unprecedented claim volumes resulting from COVID-19 states would submit requests for funding after-the-fact.

These system modifications have already been undertaken with respect to FPUC, PUA and PEUC.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049D).

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

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

Denis Goulet
Commissioner

July 29, 2020

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049D.

> This is a request for approval to enter into a contract amendment with SymbioSys Solutions, Inc. to provide the required enhancements to the NH Unemployment Insurance System (NHUIS) per the Congress enacted Cares Act. This act requires the Federal Pandemic Unemployment Assistance (FPUC), Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC), to be administered through State unemployment systems.
>
> This amendment increases the price limitation by $3,560,300.00, from $$7,049,800.00 to $10,610,100.00, and shall become effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

for

Denis Goulet

DG/ik/ck
DoIT #2018-049D

cc: William Laycock, DoIT - IT Lead

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #4

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance System (NHUIS) based upon the terms and conditions specified in the Agreement, and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated January 2, 2019, and approved by Governor and Council on February 6, 2019 (Item #30), to provide modifications and improvements to certain reporting functions in NHUIS, and to increase the amount of the contract by $50,800.00 from $3,320,000.00 to $3,370,800.00;

WHEREAS, said Agreement was modified by Contract Amendment #2 dated March 6, 2019, and approved by Governor and Council on March 27, 2019 (Item #29), to provide enhancements and/or modifications necessary to support common registration and case management across the ES, UI and DW programs consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for a "common front door" for workforce agencies and systems in NHUIS, and to increase the amount of the contract by $200,000.00, from $3,370,800.00 to $3,570,800.00;

WHEREAS, said Agreement was further modified by Contract Amendment #3 dated March 26, 2020, and approved by Governor and Council on April 8, 2020 (Item #29), to exercise the option to extend the contract term for a period of two years, from July 1, 2020 to June 30, 2022, to allow for continued maintenance and support of NHUIS by the Vendor, and to increase the amount of the contract by $3,479,000.00 from $3,570,800.00 to $7,049,800.00;

WHEREAS, on March 27, 2020, Congress enacted the CARES Act in response to the COVID-19 pandemic, creating new and expanded benefit programs, including Federal Pandemic Unemployment Assistance (FPUC), Pandemic Unemployment Assistance (PUA) and Pandemic Emergency Unemployment Compensation (PEUC), to be administered through State unemployment systems;

WHEREAS, the PUA program provided for unemployment benefits for those individuals not eligible under the regular State Unemployment Compensation (UC) program, with a weekly benefit amount ranging from a minimum of $168.00 to a maximum of $427.00;

WHEREAS, the PEUC program provided for an additional 13 weeks of unemployment benefits for those eligible individuals who exhaust their State UC program benefits;

WHEREAS, the FPUC program provided for weekly payments of $600.00 to be added to regular State UC payments, PEUC payments and PUA payments through the week of July 25, 2020;

WHEREAS, the Department was required to provide the new federal benefits to claimants as expeditiously as possible following enactment of the CARES Act, including making immediate efforts to get programming underway, particularly in light of the sudden and dramatic increase in unemployment;

WHEREAS, the State's automated Unemployment Insurance System, NHUIS, was designed to support the application for and payment of regular State unemployment compensation benefits, appeals, employment and reemployment services, and financial reporting, based on the already broad requirements of the existing UI program prior to the CARES Act;

WHEREAS, the United States Department of Labor (USDOL) asked States to assess the effort needed to make the necessary changes to their unemployment insurance systems to support FPUC, PUA and PEUC programs; and to submit supplemental budget requests (SBR) for Federal funding to cover the cost to implement these programs;

WHEREAS, NHES submitted three SBRs which were reviewed and approved by USDOL in the full amount requested of $3,560,300;

WHEREAS, in order to ensure that FPUC, PUA and PEUC payments could be made as required, with appropriate programming for tracking and reporting, and with flexibility to adjust claims status within multiple benefits programs, the Department's NHUIS vendor was required to undertake a tremendous amount of development work on an expedited basis;

WHEREAS, at the Department's request, the Vendor began the process of coding to allow the accurate, efficient and trackable payment of FPUC, PUA and PEUC benefits to ensure timely compliance with the CARES Act and to alleviate the hardship of the pandemic and related unemployment;

WHEREAS, the Department and the Vendor have agreed on terms for the scope and cost of the ongoing FPUC, PUA and PEUC program development and implementation work;

WHEREAS, the Vendor desires to continue to provide the requested technical services and the Parties seek to amend the Agreement in keeping with the agreed upon terms;

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

Table 1

Contract #2018-01	AMENDED TEXT
Agreement (Form P-37) Section 1.8 Pricing	**The Agreement is hereby amended as follows:** **Amend Section 1.8 of the Agreement (Page 1) as previously amended by increasing the Price Limitation from $7,049,800.00 to $10,610,100.00.**
Exhibit A; Section 1. Contract Scope and Deliverables	**Modify the Deliverables Table 1.4 in Section 1, "Contract Scope and Deliverables" to include the new deliverables, milestones and activities related to NHUIS as follows:**

	Ref. #	Activity, Deliverable and Milestone	Delivery Type	Projected Delivery Date
Amendment #4	4.	Develop and implement programing code to enable payment of FPUC, PUA and PEUC benefits when eligible, deduction of taxes from benefits, implementation of child support deductions in correct percentage amounts and within allowable limits, with notice to DHHS. Perform coding for correct check stub functionality for electronic and paper checks and updated bank files. Perform coding to allow implementation of overpayment offsets subject to payment plans, overall percentage limits and principal balance limits established by the CARES Act. Perform coding to allow staff view of payments, deductions and withholdings, and claimant view of payments and correspondence.	Software	FPUC: 4/22/2020 PUA: 5/31/2020 PEUC: 7/15/2020
	5.	Develop and implement programming code to enable redeterminations and/or appeals of monetary or non-monetary decisions involving FPUC, PUA and PEUC. Set up overpayments, repayments and distributions, automated and manual, and provide for waivers, adjustments, and other entries in sub-modules Collecticase and Investicase. Make changes to forms, determinations, reports, screen functions and information presented to staff and claimant via on-line view or documentation delivered via mail.	Software	FPUC: 7/31/2020 PUA: 7/31/2020 PEUC: 9/30/2020
	6.	Develop and implement programming code to address new federal/financial reports and management reports required for CARES Act compliance. Amend existing federal reports including ETA 5159, ETA 5159 STC and ETA 227. Address employer on-line view.	Software	FPUC: 9/30/2020 PUA: 12/31/2020 PEUC: 12/31/2020

Exhibit B Section #1.1	**Amend the maximum fixed price referenced in Section 1.1 increasing by $3,560,300.00 to $10,610,100.00.** **Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:**

Amendment #4

MODIFICATIONS

Ref. #	Activity, Deliverable, and Milestone	Delivery Date	Price/Payment
4.	Amend Section 1.1 – Program and implement payments, withholdings, offsets, and financial reporting: a. FPUC b. PUA c. PEUC:	 a: 4/22/2020 b: 5/31/2020 c: 7/15/2020	 a: $602,000.00 b: $769,000.00 c: $464,400.00
5.	Amend Section 1.1 – Program and process overpayments, repayments, waivers, collections and adjustments: a. FPUC b. PUA c. PEUC	 a: 7/31/2020 b: 7/31/2020 c: 9/30/2020	 a: $602,000.00 b: $314,100.00 c: $112,700.00
6.	Amend Section 1.1 – Program and produce Federal reports, Fiscal reports, other reports, and additional CARES Act program adjustments: a. FPUC b. PUA c. PEUC	 a: 9/30/2020 b: 12/31/2020 c: 12/31/2020	 a: $250,100.00 b: $281,600.00 c: $164,400.00
TOTAL MODIFICATIONS AMENDMENT #4:			**$3,560,300.00**

Table 2
Price Computation Worksheet

	Staff:	Project Mgt	Subject Matter Expert	Lead, Batch & Release Mgt	Senior Devs – Batch	Devs - Batch	Senior Devs – Online	Devs - Online	Business Analyst SME/QA
	Rate:	$185.00	$160.00	$125.00	$125.00	$100.00	$125.00	$105.00	$105.00
FPUC	Hours	1700	960	1660	1740	1700	1700	n/a	1700
	Cost	$314,500	$153,600	$207,500	$217,500	$170,000	$212,500	n/a	$178,500
PUA	Hours	1400	1000	1100	1400	1320	1540	1040	1900
	Cost	$259,000	$160,000	$137,500	$175,000	$132,000	$192,500	$109,200	$199,500

Initial all pages AR
Vendor Initials ____

	Staff:	Project Mgt	Subject Matter Expert	Lead, Batch & Release Mgt	Senior Devs – Batch	Devs - Batch	Senior Devs – Online	Devs - Online	Business Analyst SME/QA
PEUC	Hours	820	440	660	880	840	700	560	920
	Cost	$151,700	$70,400	$82,500	$110,000	$84,000	$87,500	$58,800	$96,600
Grand Total	Hours	3920	2400	3420	4020	3860	3940	1600	4520
	Cost	$725,200	$384,000	$427,500	$502,500	$386,000	$492,500	$168,000	$474,600

Contract #2018-01	AMENDED TEXT
Exhibit B Section #2	**Delete Section 2 ("Total Contract Price") and replace with the following:**
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed **$10,610,100.00** ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020	February 6, 2019 Item #30	$50,800.00
2018-01-2	Amendment #2	June 30, 2020	March 27, 2019 Item #29	$200,000.00
2018-01-3	Amendment #3	June 30, 2022	April 8, 2020 Item #29	$3,479,000.00
2018-01-4	Amendment #4	June 30, 2022	TBD	$3,560,300.00
	CONTRACT TOTAL			$10,610,100.00

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

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

Date: 07/30/2020

Arvind Ranade
SymbioSys Solutions, Inc.

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 30 day of July, 2020, before me, Vikki Nolin, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer:

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

Notary Public/Justice of the Peace

My Commission Expires:

VIKKI J. NOLIN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

(SEAL)

State of New Hampshire

Date: 7/30/20

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

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

Date: 8/6/2020

State of New Hampshire, Department of Justice

Initial all pages
Vendor Initials AR

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on July 27th, 2020:
(Date)

RESOLVED: That this Corporation enter into Amendment #4 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment #4 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30th day of July 2020.

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

(Signature of the Officer of the Corporation)

7/30/2020

VIKKI J. NOLIN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 416652
Certificate Number: 0004856052

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of March A.D. 2020.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	SYMBIOSYS SOLUTIONS, INC.	Business ID:	416652
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/08/2002	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	10/08/2002		
Principal Office Address:	1 HADLEY DRIVE, NASHUA, NH, 03062, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual		
Business Email:	arvind@symbiosysinc.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / SOFTWARE/IT CONSULTING	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Jyothi Shanker / President	1 Hadley Drive, Nashua, NH, 03062, USA
Arvind R. Ranade / Director	1 Hadley Drive, Nashua, NH, 03062, USA

Page 1 of 1, records 1 to 2 of 2

Registered Agent Information

Name:	Ranade, Arvind R.
Registered Office Address:	ONE HADLEY DRIVE, NASHUA, NH, 03062, USA
Registered Mailing Address:	ONE HADLEY DRIVE, NASHUA, NH, 03062, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- Contact Us (/online/Home/ContactUS)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2020

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

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

PRODUCER
Foy Insurance Group - Nashua
350 Main St
Nashua NH 03060

CONTACT NAME: Donna Peirce
PHONE (603)883-1587 FAX (603)883-0097
E-MAIL ADDRESS: donna.peirce@foyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Green Mountain Ins Co	20698
INSURER C: Twin City Fire Ins Co	29459
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Dynamics Solutions, Inc.
46 S Main St
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: Master 11/2019-2020 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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
				04EBAFC0403	11/1/2019	11/1/2020	MED EXP (Any one person)	$ 10,000
	X additional insured endt			00000			PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS			20083440	12/11/2019	12/11/2020	BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 1,000,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			3A State New Hampshire			X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A			Excl: Arvind Ramdeo			E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			04WECX0401	11/1/2019	11/1/2020	E.L. DISEASE - EA EMPLOYEE	$ 100,000
				Excl: Jyothi Shankar			E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Technology Errors & Omission coverage			04EBAFE0403	11/1/2019	11/1/2020	Line of coverage	1,000,000
							Aggregate limit	1,000,000

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

Operations usual & customary for Computer Programmer & Software Design. Any Person or Organization including Certificate Holder is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER

(603)228-4080 karen.a.levchuk@nhes.nh.gov

New Hampshire Department of Employment Se
Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Foy/MCAROL

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New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

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

29 28R

March 26, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a Contract Amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $3,479,000 from $3,570,800 to $7,049,800 as anticipated by the original contract, to provide continued maintenance and support for the New Hampshire Unemployment Insurance System (NHUIS) for a two-year period, from July 1, 2020 through June 30, 2022. This contract is paid with 100% Federal funds.

The original contract was approved by the Governor and Council on February 7, 2018 (Item #24) following a competitive bid process. There have been two previous amendments to the contract to provide modifications and improvements to NHUIS functionality. Amendments #1 and #2 were approved by Governor and Council on February 6, 2019 (Item #30) and on March 27, 2019 (Item #29), respectively.

Federal funding is available in State FY 2021 forward contingent upon availability and continued appropriations as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

		SFY 2021	SFY 2022
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY		
10-02700-80400000-038-509038	Technology, Software	$1,739,500	$1,739,500

EXPLANATION

NHUIS is the automated system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff process and manage the accounts for benefit claims, payments and overpayments. The system is critical to the delivery of much needed benefits to claimants. In light of the current crisis and its impact on employment here in New Hampshire, assuring the continuation of maintenance and support of the benefit system is of paramount importance.

NHES is requesting approval of the attached Contract Amendment #3 for a two-year extension of the existing contract with SymbioSys Solutions, Inc. for continued maintenance and support of the New Hampshire Unemployment Insurance System (NHUIS). The level of support that SymbioSys provides the Department, by far and away surpasses that which is experienced by any other state workforce agency across the country. The current contact allows for 2 two-year extensions at

previously negotiated and approved rates subject to review and approval by the Governor and Executive Council. This is the first such extension.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049C).

Respectfully submitted,

George N. Copadis
Commissioner

Attachments
GNC/kal

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

Denis Goulet
Commissioner

March 26, 2020

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049C.

This request is to enter into a contract amendment with SymbioSys Solutions, Inc., for continued maintenance and support and development of services for the NH Unemployment Insurance System (NHUIS) and interactions with JMS, Workforce Connect, and other online programs under WIOA with minimal disruption to the business operations of NHES.

The amount of the amendment is $3,479,000.00 increasing the contract price from $3,570,800.00 to $7,049,800.00, effective upon the date of Governor and Executive Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT No. 2018-049C
cc: Bill Laycock, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #3

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance Information System (NHUIS) upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated January 2, 2019, and approved by Governor and Council on February 6, 2019 (Item #30), to provide modifications and improvements to certain reporting functions in the NH Unemployment Insurance System (NHUIS) and to increase the amount of the contract by $50,800.00 from $3,320,000.00 to $3,370,800.00;

WHEREAS, said Agreement was modified by Contract Amendment #2 dated March 6, 2019, and approved by Governor and Council on March 27, 2019 (Item #29), to provide enhancements and/or modifications necessary to support common registration and case management across ES, UI and DW consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for a "common front door" for workforce agencies and systems in the NH Unemployment Insurance System (NHUIS) and to increase the amount of the contract by $200,000.00, from $3,370,800.00 to $3,570,800.00;

WHEREAS, NHUIS is the system through which individuals file for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and Department staff process and manage accounts for benefit claims, payments and overpayments. NHUIS also interacts with the NH Job Match System (JMS) and other on-line programs through which the Department provides employment and training services for adults, dislocated workers and youth and Wagner-Peyser employment services as provided by the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Department and the public benefit from having a high functioning automated system, supported and maintained by the Vendor, that facilitates the application, adjudication and payment processes for unemployment benefits, and interacts with JMS, Workforce Connect and other on line programs in furtherance of the Department's employment and training obligations under WIOA;

WHEREAS, the current Agreement with the Vendor runs through June 30, 2020, and, pursuant to Part 2, Paragraph 1.3 of the Agreement, may be extended for up to two additional two year terms:

WHEREAS, the Department and the Vendor have agreed on terms for the first two year extension from July 1, 2020 through June 30, 2022;

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

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

Table I

Contract #2018-01	AMENDED TEXT
Agreement (Form P-37) Section 1.8 Pricing	The Agreement is hereby amended as follows: Amend Section 1.8 of the Agreement (Page 1), as previously amended, by increasing the Price Limitation by $3,479,000.00, from $3,570,800.00 to $7,049,800.00.

Contract #2018-01	AMENDED TEXT
Contract Agreement Part 2, Section 1, Contract Documents	Modify to confirm the Parties' agreement to extend the existing Contract for an additional two year term, as provided at Part 2, Paragraph 1.3 "Contract Term," to run from July 1, 2020 to June 30, 2022.

	Ref. #	Activity, Deliverable and Milestone	Delivery Type	Projected Delivery Date
Amendment #3	3.	Confirming execution of the Department's option to extend the existing Contract for an additional two year term, as provided at Part 2, Paragraph 1.3.	Software	June 30, 2022

Exhibit B Section #1.1	Amend the maximum fixed price referenced in Section 1.1 increasing by $3,479,000.00 from $3,570,800.00 to $7,049,800.00. Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:

	MODIFICATIONS			
	Ref. #	Activity, Deliverable, and Milestone	Due Date	Price/Payment
Amendment #3	3.	• Amend Section 1.1, Firm Fixed Price, to incorporate pricing for the first two year term extension, from July 1, 2020 to June 30, 2022.	June 30, 2022	$3,479,000.00
	TOTAL MODIFICATIONS AMENDMENT #3:			$3,479,000.00

Initial all pages
Vendor Initials AP

Contract #2018-01	AMENDED TEXT
Exhibit B Section #2	Delete Section 2 ("Total Contract Price") and replace with the following:
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $7,049,800.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020	February 6, 2019 Item #30	$50,800.00
2018-01-2	Amendment #2	June 30, 2020	March 27, 2019 Item #29	$200,000.00
2018-01-3	Amendment #3	June 30, 2020		$3,479,000.00
	CONTRACT TOTAL			$7,049,800.00

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

Initial all pages
Vendor Initials AR

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

Date: 03/25/2020

Arvind Ranade
SymbioSys Solutions, Inc.

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 25 day of March, 2020, before me, Vikki Nolan, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer.

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

Notary Public/Justice of the Peace

My Commission Expires:

VIKKI J. NOLAN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

(SEAL)

State of New Hampshire

Date: 3/26/20

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

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

Date: 3/26/2020

State of New Hampshire, Department of Justice

Approved by the Governor and Executive Council

Date: _____

State of New Hampshire

Initial all pages
Vendor Initials AR

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on March 16th, 2020:
(Date)

RESOLVED: That this Corporation enter into Amendment 3 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment 3 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 25th day of March 2020.

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

Jyothi
(Signature of the Officer of the Corporation)

3/25/2020

VIKKI J. NOLIN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

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

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

#29
3/27/19

March 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $200,000 from $3,370,800 to $3,570,800 to provide New Hampshire Unemployment Insurance System (NHUIS) modifications from the date of Governor and Council approval through September 30, 2019. 100% Federal funds.

The original competitively bid contract was approved by the Governor and Council on February 7, 2018 as agenda item #24 and Amendment #1 was approved as agenda item #30 on February 6, 2019.

Federal funding is available in State FY 2019 forward contingent upon availability and continued appropriations as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

		SFY 2019
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	
10-02700-80400000-038-509038	Technology, Software	$200,000

EXPLANATION

NHES is requesting approval of the attached contract amendment for New Hampshire Unemployment Insurance System (NHUIS) modifications. This contract amendment provides for the system modifications necessary in conjunction with the agreement approved by Governor and Council on November 14, 2018 for implementation of the Common Portal solution utilizing the Workforce Connect software suite. NHES seeks to add $200,000 for SymbioSys to implement crosswalks and enhancements necessary to support common registration and case management across Employment Services (ES), Unemployment Insurance (UI), and Dislocated Worker (DW) programs consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for a "common front door" for workforce agencies and systems.

NHUIS is the system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff process and manage the accounts for benefit claims, payments and overpayments.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049B).

Respectfully submitted,

George N. Copadis
Commissioner

Attachment
GNC/jd

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

Denis Goulet
Commissioner

March 5, 2019

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049B.

This request is to enter into a contract amendment with SymbioSys Solutions, Inc., currently providing maintenance, support and development of services for the NH Unemployment Insurance System (NHUIS). The amendment will provide additional services to develop and implement interfaces to enable NHUIS integration into the Workforce Connect Common Portal system, adapt code to enable an interface for electronic access to information and services available through the NH Works System Partner Programs and to implement enhancements and/or modifications to NHUIS as needed in connection with the creation of a coordinated single sign-on and common dashboard with other State workforce programs.

The amount of the amendment is $200,000.00 increasing the contract price from $3,370,800.00 to $3,570,800.00, effective upon the date of Governor and Executive Council approval through June 30, 2020.

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

Sincerely,

Kenneth Dunn FOR

Denis Goulet

DG/lk
DoIT No. 2018-049B
cc: Bill Laycock, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #2

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance Information System (NHUIS) upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated January 2, 2019, and approved by Governor and Council on February 6, 2019 (Item #30), to provide modifications and improvements to certain reporting functions in the NH Unemployment Insurance System (NHUIS) and to increase the amount of the contract by $50,800.00 from $3,320,000.00 to $3,370,800.00;

WHEREAS, NHUIS is the system through which individuals file for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and Department staff process and manage accounts for benefit claims, payments and overpayments. NHUIS also interacts with the NH Job Match System (JMS) and other on-line programs through which the Department provides employment and training services for adults, dislocated workers and youth and Wagner-Peyser employment services as provided by the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Department received funding from the US Department of Labor (USDOL) to implement an on-line, front end Interface system ("Common Portal") to enable common registration and case management across Employment Services (ES), Unemployment Insurance (UI), and Dislocated Worker (DW) programs in keeping with Workforce Innovation and Opportunity Act (WIOA) requirements;

WHEREAS, in keeping with the plan for implementing the Common Portal solution using the Workforce Connect software suite (Agreement approved by Governor and Council on November 14, 2018, Item #42), NHES seeks to add $200,000.00 in contract funds for SymbioSys' implementation in NHUIS of enhancements and/or modifications necessary to support common registration and case management across ES, UI and DW consistent with Workforce Innovation and Opportunity Act (WIOA) requirements for a "common front door" for workforce agencies and systems;

WHEREAS, in order to comply with USDOL Federal contracting regulations set forth in the OMB Uniform Guidance, NHES also seeks to add required general contract provisions;

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

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

Table 1

Contract #2018-01	AMENDED TEXT
Agreement (Form P-37) Section 1.8 Pricing	The Agreement is hereby amended as follows: Amend Section 1.8 of the Agreement (Page 1), as previously amended, by increasing the Price Limitation by $200,000.00 from $3,370,800.00 to $3,570,800.00.
Contract Agreement Part 2	Add the following General Provisions to Contract Agreement Part 2 (at page 25):
	18. Rights to Inventions Made Under a Contract or Agreement (if applicable) Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **19. Clean Air Act and the Federal Water Pollution Control Act (if applicable)** For contracts in excess of $150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **20. Byrd Anti-Lobbying Amendment (if applicable)** For contracts in excess of $100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract. **21. Debarment and Suspension** Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

Contract #2018-01	AMENDED TEXT
Exhibit A; Section 1. Contract Scope and Deliverables	Modify the Deliverables Table 1.4 in Section 1, "Contract Scope and Deliverables" to include the new/deliverables, milestones and activities related to NHUIS as follows:

	Ref. #	Activity, Deliverable and Milestone	Delivery Type	Projected Delivery Date
Amendment #2	2.	• Develop and implement interfaces to enable NHUIS integration into the Workforce Connect Common Portal system. • Adapt code to enable an interface for electronic access to information and services available through the NH Works System Partner Programs. • Implement enhancements and/or modifications to NHUIS as needed in connection with the creation of a coordinated single sign-on and common dashboard with other State workforce programs.	Software	09/30/2019

Exhibit B Section #1.1	Amend the maximum fixed price referenced in Section 1.1 increasing by $200,000.00 from $3,370,800.00 to $3,570,800.00. Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:

	MODIFICATIONS			
	Ref. #	Activity, Deliverable, and Milestone	Due Date	Price/Payment
Amendment #2	2.	• Enhancements and/or modifications to NHUIS in connection with the implementation of the Workforce Connect Common Portal system.	09/30/2019	$200,000.00
	TOTAL MODIFICATIONS AMENDMENT 2:			$200,000.00

Initial all pages
Vendor Initials HR

Contract #2018-01	AMENDED TEXT
Exhibit B Section #2	Delete Section 2 ("Total Contract Price") and replace with the following:
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $3,570,800.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020	February 6, 2019 Item #30	$50,800.00
2018-01-2	Amendment #2	June 30, 2020		$200,000.00
	CONTRACT TOTAL			$3,570,800.00

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

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

Date: 02/28/2019

Arvind Ranade
SymbioSys Solutions, Inc.

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 28 day of February, 2019, before me, Vikki Nolda, the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer.

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

Notary Public/Justice of the Peace

My Commission Expires:

VICKI J. NOLDA, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

(SEAL)

State of New Hampshire

Date: 3/4/19

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

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

Date: 3/6/2019

State of New Hampshire, Department of Justice

Approved by the Governor and Executive Council

Date: _____

State of New Hampshire

Initial all pages
Vendor Initials _____

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on February 27th, 2019:
(Date)

RESOLVED: That this Corporation enter into Amendment 1 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment 2 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of February 2019.

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

(Signature of the Officer of the Corporation)

2/28/19

VIVIO J. NOLIN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020

New Hampshire Employment Security
www.nhes.nh.gov
We're working to keep New Hampshire working

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

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

30

January 23, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with SymbioSys Solutions, Inc., Concord, NH, increasing the contract amount by $50,800 from $3,320,000 to $3,370,800 to provide New Hampshire Unemployment Insurance System (NHUIS) modifications from the date of Governor and Council approval through March 31, 2019. 100% Federal funds.

The original competitively bid contract was approved by the Governor and Council on February 7, 2018 as agenda item #24.

Federal funding is available in State FY 2019 as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

		SFY 2019
02-27-27-270010-0040	DEPT OF EMPLOYMENT SECURITY	
10-02700-80400000-038-509038	Technology. Software.	$50,800

EXPLANATION

NHES is requesting approval of the attached contract amendment for New Hampshire Unemployment Insurance System (NHUIS) modifications. This contract amendment total of $50,800 provides for the system modifications necessary in order for NHES to conform to updated federal requirements under the Trade Adjustment Assistance (TAA) Program's Participant Individual Record Layout (PIRL) reporting.

NHUIS is the system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff process and manage the accounts for benefit claims, payments and overpayments. The TAA Program is the federal program that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increase imports.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049A).

Respectfully submitted,

George N. Copadis
Commissioner

Approved
GNC/jb

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

Denis Goulet
Commissioner

December 28, 2018

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 10
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049A.

This request is to enter into a contract amendment with SymbioSys Solutions, Inc., currently providing maintenance, support and development of services for the NH Unemployment Insurance System (NHUIS). The amendment will provide additional services for the implementation of new Workforce Innovation and Opportunity Act (WIOA) requirements and Trade Act reporting changes.

The amount of the amendment is $50,800.00 increasing the contract price from $3,320,000.00 to $3,370,800.00, effective upon the date of Governor and Executive Council approval through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/lk
DoIT No. 2018-049A
cc: Bill Laycock, DoIT

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AMENDMENT #1

WHEREAS, pursuant to an Agreement approved by Governor and Council on February 7, 2018, Item #24, based upon RFP #2018-01 (hereinafter referred to as the "Agreement"), SymbioSys Solutions, Inc. (hereinafter referred to as "Vendor" or "SymbioSys") agreed to supply certain services relating to the maintenance, support and modification of the New Hampshire Unemployment Insurance Information System (NHUIS) upon the terms and conditions specified in the Agreement and in consideration of the payment by the Department of Employment Security (hereinafter referred to as "the Department" or "NHES") of certain sums as specified therein;

WHEREAS, NHUIS is the system through which individuals file for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and Department staff process and manage accounts for benefit claims, payments and overpayments. NHUIS also interacts with the NH Job Match System (JMS) and other programs through which the Department provides employment and training services for adults, dislocated workers and youth and Wagner-Peyser employment services as provided by the Workforce Innovation and Opportunity Act (WIOA);

WHEREAS, the Trade Adjustment Assistance (TAA) Program is a federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 that provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports. The TAA program offers benefits and reemployment services to help unemployed workers prepare for and obtain suitable employment;

WHEREAS, in keeping with WIOA requirements, and in furtherance of the goal of helping affected job seekers who may be eligible for such assistance, the Department plans to implement Trade Act reporting changes. TAA participant reporting is now being conducted through the Participant Individual Record Layout (PIRL) in NHUIS. In January of 2018, a new PIRL collection was approved through the federal Office of Management and Budget (OMB). The new collection requires a number of changes to the elements being collected as well as new data elements;

WHEREAS, the effort to conform to updated federal reporting requirements will include modifications to the PIRL by changing/correcting existing mapping and adding additional mapping for new data elements identified by the U.S. Department of Labor as part of an effort to promote integrated reporting;

WHEREAS, NHES seeks to add $50,800.00 in contract funds for the above-described improvements to the PIRL, including remapping of information for enhanced reporting;

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

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

Table 1

Contract 102018-01 Agreement (Form P-37)	**AMENDED TEXT**
Section 1.8 Pricing	The Agreement is hereby amended as follows: Amend Section 1.8 of the Agreement (Page 1), as previously amended, by increasing the Price Limitation by $50,800.00 from $3,320,000.00 to $3,370,800.00.
Contract 102018-01 Statement of Work Section Number:	**AMENDED TEXT**
Exhibit A; Section 1. Contract Scope and Deliverables	Modify the Deliverables Table 1.4 to Section 1, "Contract Scope and Deliverables" to include the new deliverables, milestones and activities related to NHUIS as follows:

	Ref #	Activity, Deliverable and Milestone	Delivery Type	Projected Delivery Date
Amendment #1	1.	• Remap data elements so that TAA Participants are reported via the State Integrated Record Schema (SIRS). • Retire obsolete program schemas. • Adjust the Relocation Allowance Current Quarter Costs (TAA)(PIRL 1509) data element so that it reports the dollar amount of relocation costs paid in the quarter. • Adjust coding values to allow reporting of the transition between TAA petition numbers. • Create mapping for nineteen (19) new elements required for TAA collection. • Make allowances for fourteen (14) required TAA elements that have had their coding values updated. • Omit any SSN reporting in PIRL.	Software	03/31/2019

Exhibit B Section #1.1	Amend the maximum fixed price referenced in Section 1.1 increasing by $50,800.00 from $3,320,000.00 to $3,370,800.00. Add the following Table to Section 1.1 ("Firm Fixed Price") labeled 1.1.1:

Amendment #1

MODIFICATIONS			
Ref. #	Activity, Deliverable, and Milestone	Due Date	Price/Payment
1.	• PIRL reporting improvements.	03/31/2019	$50,800.00
TOTAL MODIFICATIONS			$50,800.00

Exhibit B Section #2	Delete Section 2 ("Total Contract Price") and replace with the following:
Total Contract Price	Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed $3,370,800.00 ("Total Contract Price"). The payment by the State of the Total Contract Price shall be the only and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services provided under this Contract.

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-01	Original Contract	June 30, 2020	February 7, 2018 Item #24	$3,320,000.00
2018-01-1	Amendment #1	June 30, 2020		$50,800.00
	CONTRACT TOTAL			$3,370,800.00

DEBARMENT CERTIFICATION, SUSPENSION, OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

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

Initial all pages
Vendor Initials AR

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

Arvind Ranade
SymbioSys Solutions, Inc.

Date: 01/02/2019

Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On this the 2 day of January, 2019, before me, Vikki J. [illegible], the undersigned Officer, Arvind Ranade personally appeared and acknowledged himself to be the Chief Operations Officer of SymbioSys Solutions, Inc., a corporation, and that he, as Chief Operations Officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Chief Operations Officer.

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

Notary Public/Justice of the Peace

My Commission Expires:

VICKI J. NOLAN, Justice of the Peace
State of New Hampshire
My Commission Expires August 6, 2020

(SEAL)

State of New Hampshire

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

Date: 1/8/19

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

State of New Hampshire, Department of Justice

Date: 1/23/2019

Initial all pages
Vendor Initials AR

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on December 31st, 2018:
(Date)

RESOLVED: That this Corporation enter into Amendment 1 of the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in Amendment 1 of NH NHUIS Maintenance, Support, and Modifications Contract 2018-01.

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 2nd day of January, 2019.

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

(Signature of the Officer of the Corporation)

1/2/19

VIVIAN J. HOLDA, Justice of the Peace
State of New Hampshire
My Commission Expires August 6, 2020

New Hampshire Employment Security
www.nhes.nh.gov
We're working to keep New Hampshire working

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

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

24

January 25, 2018

His Excellency, Governor Christopher T. Sununu,
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into an agreement with SymbioSys Solutions, Inc., Concord, NH in the amount not to exceed $3,320,000 to provide continued System Maintenance, Support and Modifications requested by NHES for the New Hampshire Unemployment Insurance System (NHUIS) from the date of Governor and Council approval or July 1, 2018, whichever is later, through June 30, 2020. 100% Federal funds.

Federal funding is available in State FY 2019 and is anticipated to be available in FY 2020 as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

		SFY 2019	SFY 2020
02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY		
10-02700-80410000-030-509030	Technology. Software	$1,660,000	$1,660,000

EXPLANATION

NHES is requesting approval of the attached agreement for continued System Maintenance, Support and Modifications requested by NHES for the New Hampshire Unemployment Insurance System (NHUIS). The contract total of $3,320,000 is for a two-year period beginning upon Governor and Council approval or July 1, 2018, whichever is later, through June 30, 2020. The contract may be extended for up to two additional two year terms at the sole option of the State subject to the Parties written agreement on the terms for each extension and contingent upon Governor and Council approval.

NHUIS is the system through which an individual files for unemployment benefits; employers respond to requests for information necessary to determine eligibility for benefits; and NHES staff process and manage the accounts for benefit claims, payments and overpayments.

A competitive bid process was undertaken for NHUIS Maintenance, Support and Modifications. A "Request For Proposal" (RFP) was simultaneously posted to two (2) state websites, NHES also placed advertisements in a statewide newspaper and broadcast the issuance of the RFP to 92 IT vendors from a list provided by the Bureau of Purchase and Property. One (1) vendor submitted a

proposal for NHTUIS Maintenance, Support and Modifications. The proposal was evaluated and determined to meet all of the requirements of the RFP.

In the event Federal funds become no longer available, General funds will not be requested to support this contract.

Attached is the approval letter from the Office of Information Technology (#DoIT 2018-049)

Respectfully submitted,

George N. Copadis
Commissioner

Attachment
GNC/ph

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

Denis Goulet
Commissioner

January 12, 2018

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with SymbioSys Solutions, Inc. of Concord, NH as described below and referenced as DoIT No. 2018-049.

> This request is to enter into a contract with SymbioSys Solutions, Inc. to provide maintenance, support and development of services for NHUIS. NHUIS is the benefit payment system which enables self-service access for claimants, employers and employer representatives. Features and functionality of NHUIS include automated report processing and generation, automated correspondence generation and processing of benefits claims, payments, overpayments, charging, and adjustments. In addition, NHUIS has workflow, case management and accounting functions.
>
> The amount of the contract is not to exceed $3,320,000.00, and shall become effective July 1, 2018 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/lsf
DoIT No. 2018-049
cc: Bill Laycock, DoIT

RFP # NHES 2018-01	MAXIMUM POINTS	SyabioSys Solutions, Inc.
TECHNICAL PROPOSAL With the following potential maximum scores for each Technical Proposal category:	750	
1) Development, Implementation, Service, Support and Project Management Experience with Unemployment Insurance Systems	250	225
2) Maintenance, Operation and Production Support Approach	200	200
3) Quality Assurance and Testing Approach	175	175
4) Corporate and Staff Qualifications	100	100
5) Value Added Services and Innovation	25	25
PRICE PROPOSAL With the following potential maximum scores for each Price Proposal category:	250	
6) Maintenance and Support Cost/Vendor Rates Initial Term (Years 1-3)	150	150
7) Maintenance and Support Cost Extended Terms (Years 3-4, Years 5-6)	50	50
8) Vendor Rates for Added Services/Future Development	50	50
TOTAL	1000	975

EVALUATION TEAM:

Richard Levers, Deputy Commissioner

Dianne Carpenter, Administrator

William Laycock, IT Manager

Brett Krochmal, IT Manager

Karen Levchuk, Counsel

Jill Develo, Business Administrator

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT AGREEMENT PART I

FORM NUMBER P-37 (version 5/8/15)

NOTE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION

1.1 State Agency Name NH Department of Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name SymbioSys Solutions, Inc.		1.4 Contractor Address 46 South Main Street, Unit 4, Concord, NH 03301	
1.5 Contractor Phone Number 603-836-7771	1.6 Account Number 10-02700-8041-038-509038	1.7 Completion Date June 30, 2020	1.8 Price Limitation $3,320,000.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature AB		1.12 Name and Title of Contractor Signatory Arvind Ranade, Chief Operating Officer	

1.13 Acknowledgement: State of NH, County of MERRIMACK

On 1/23/18, 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 she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
[Seal] Shelby A. Dawson

SHELBY A. DAWSON, Notary Public
State of New Hampshire
My Commission Expires October 2, 2018

1.13.2 Name and Title of Notary or Justice of the Peace
SHELBY A DAWSON PARALEGAL

1.14 State Agency Signature Date: 1/23/18	1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 1/24/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AR
Date 01/23/2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials AR

Date 01/23/2018

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials AR
Date 01/23/2018

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 2

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 2

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Employment Security ("NHES" or "State"), and SymbioSys Solutions, Inc. ("SymbioSys" or "Vendor" or "Contractor") a New Hampshire Corporation, located at 46 South Main Street, Unit 4, Concord, NH 03301, (collectively referred to as "the Parties"), for SymbioSys to provide continued System Maintenance, Support and Modifications requested by NHES for the New Hampshire Unemployment Insurance System (NHUIS) with minimal disruption to the business operations of NHES.

RECITALS

WHEREAS, the NHES desires to have SymbioSys provide System Maintenance, Support, and Modifications as requested by NHES for the New Hampshire Unemployment Insurance System (NHUIS) in RFP NHES # 2018-01.

WHEREAS, SymbioSys wishes to provide continued System Maintenance, Support, and Modifications as requested by NHES for the New Hampshire Unemployment Insurance System (NHUIS).

The Parties therefore agree as follows:

1 CONTRACT DOCUMENTS

1.1 Contract Documents

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

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – Contract Agreement
C. Part 3 – Consolidated Exhibits
- Exhibit A - Contract Scope and Deliverables
- Exhibit B - Deliverable Payment Schedule
- Exhibit C - Development and Implementation Services
- Exhibit D - Security Requirements
- Exhibit E - Testing Requirements
- Exhibit F - Work Plan
- Exhibit G - Warranty
- Exhibit H - Training Services
- Exhibit I - Agency RFP with Addendums, by reference
- Exhibit J - Contractor Proposal, by Reference
- Exhibit K - Certificates and Attachments

1.2 Order of Precedence

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

a. *State of New Hampshire General Provisions*, Form P-37, Contract Agreement Part 1;

b. New Hampshire Department of Employment Security NHUIS Maintenance, Support and Modifications Contract 2018-01, Part 2 and Part 3;
c. RFP # NHES 2018-01 NHUIS Maintenance, Support and Modifications, dated August 17, 2017; and then
d. SymbioSys Solutions, Inc. Proposal, dated September 19, 2017.

1.3 Contract Term

The Contract and all obligations of the Parties hereunder shall become effective after full execution by the Parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council approval.

The Contract shall begin on July 1, 2018 (the "Effective Date") and extend through June 30, 2020. The Term may be extended for up to two additional two year terms, ("Extended Term(s)") up to and including June 30, 2024 at the sole option of the State subject to the Parties written agreement on the terms for each extension and contingent upon Governor and Council approval.

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

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

2 COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Agreement Part 3, Exhibit B: *Deliverable Payment Schedule*.

2.2 Firm Fixed Price Contract

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

The State of New Hampshire intends to use, wherever possible, existing statewide software and hardware Contracts to acquire supporting software and hardware.

3 CONTRACT MANAGEMENT

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

3.1 SymbioSys Contract Manager

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

Arvind Ranade, Chief Operating Officer
SymbioSys Solutions, Inc.
46 South Main Street, Unit 4
Concord, NH 03301
Tel: (603) 856-7771 Ext. 202
Fax: (603) 856-8055
Email: arvind@symbiosysinc.com

3.2 SymbioSys Project Manager

3.2.1 Contract Project Manager

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

3.2.2 SymbioSys' Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as SymbioSys' representative for all administrative and management matters. SymbioSys' Project Manager shall perform the duties required under the Contract. SymbioSys' Project Manager must be available to promptly respond to inquiries from the State during Normal Business Hours within two (2) hours, and be at the site as needed. SymbioSys' Project Manager must work diligently and use his/her best efforts on the Project.

3.2.3 SymbioSys shall not change its assignment of SymbioSys Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SymbioSys' Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than SymbioSys Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.8: *Reference and Background Checks*, below. SymbioSys shall assign a replacement SymbioSys Project Manager within ten (10) business days of the departure of the prior SymbioSys Project Manager, and SymbioSys shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim SymbioSys Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare SymbioSys in default and pursue its remedies

at law and in equity, if SymbioSys fails to assign a SymbioSys Project Manager meeting the requirements and terms of the Contract.

3.2.5 The SymbioSys Project Manager is:

Jyothi Shanker, President
SymbioSys Solutions, Inc.
66 South Main Street, Unit 4
Concord, NH 03301
Tel: (603) 856-7771 Ext. 200
Fax: (603) 856-8055
Email: jyothi@symbiosysinc.com

3.3 SymbioSys Key Project Staff

3.3.1 SymbioSys shall assign Key Project Staff who can meet the requirements of the RFP Appendix C: *System Requirements and Deliverables*, Table C-2: *System Requirements and Deliverables-Vendor Response Checklist*. The State reserves the right to require removal or reassignment of SymbioSys' Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Part 2, Section 3.8: *Reference and Background Checks*.

3.3.2 SymbioSys shall not change any Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of SymbioSys Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than the Key Project Staff being replaced, meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Contract Agreement Part 2, Section 3.8: *Reference and Background Checks*.

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

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

SymbioSys' Key Project Staff:

Key Member(s)	Role
Jyothi Shanker	Project Manager
Marcie Nolet	Lead, Client Services
Irfan Mistry	Lead, Batch Technology, Release Management, Regression Testing
Abinash Das	Lead, Online Technology

Key Member(s)	Role
Vikki Nolin	Lead, Business Analysis and Quality Assurance
Supratim Panja	System Analyst and Developer, Batch

3.3.4 Unless otherwise authorized in writing, during the term of this Agreement, the State shall not hire any person who is a SymbioSys employee or independent contractor, who is materially involved in the performance of this Agreement.

3.4 State Project Sponsor

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

Richard J. Lavers, Deputy Commissioner
NH Employment Security
45 South Fruit Street
Concord, NH 03301
Tel: (603) 228-4064
Fax: (603) 229-4444
Email: richard.j.lavers@nhes.nh.gov

3.5 State Project Manager

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

- Leading the Project;
- Promoting the Project statewide;
- Developing Project strategy and approach;
- Working with the State Project Sponsor, DoIT Project Manager and NHUIS Business Project Manager;
- Engaging and managing all Vendors;
- Managing significant issues and risks; and
- Managing stakeholders' concerns.

The State Project Manager is:

Dianne M. Carpenter, Director of Unemployment Compensation Bureau
NH Employment Security
45 South Fruit Street
Concord, NH 03301
Tel: (603) 228-4033
Fax: (603) 228-4145
Email: dianne.m.carpenter@nhes.nh.gov

3.6 DoIT Project Manager

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

- Lead the Technical Aspects of this Project;
- Work hand in hand with the State Project Sponsor, State Project Manager and NHUIS Business Project Manager;
- Manage all technical activities involved with this project, such as:
  - Network Architecture for the project;
  - Data Base Administration;
  - System Batch;
  - Computer Operations Tasks (i.e. checks, correspondence, etc.);
  - Engage and manage all technical vendors;
  - Maintain software and hardware versions and patches; and
  - Maintain all software licenses.

The DoIT Project Manager is:

William Laycock, Information Technology Manager IV
NH Employment Security DoIT
45 South Fruit Street
Concord, NH 03301
Tel: (603) 228-4189
Fax: (603) 228-4145
Email: william.laycock@doit.nh.gov

3.7 NHUIS Business Project Manager

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

- Lead User Acceptance Test;
- Work with NHES Project Manager and DoIT Project Manager;
- Work with all Vendors;
- Manage the NHUIS Harvest process for the Agency; and
- Manage significant issues and risks.

The NHUIS Business Project Manager is:

Robert Karstedt, Business Systems Analyst
NH Employment Security
45 South Fruit Street
Concord, NH 03301
Tel: (603) 228-4018
Fax: (603) 228-4145
Email: Robert.Karstedt@nhes.nh.gov

3.8 Reference and Background Checks

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

4 DELIVERABLES

4.1 Vendor Responsibilities

SymbioSys shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract.

SymbioSys is responsible for performing according to the provisions of the Contract, including but not limited to, the terms and conditions in the RFP and Contract Agreement Parts 1 through 3. The State will consider SymbioSys to be wholly responsible for the performance of the Contract work and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Maintenance and Support Deliverables/Services

SymbioSys shall provide the State with the Maintenance and Support Services/Deliverables in accordance with the provisions of the Work Plan for this Contract, and as more particularly described in Contract Agreement Part 3, Exhibit A: *Contract Scope and Deliverables.* For purposes of this Contract, Maintenance and Support includes addressing outstanding defects, support items awaiting implementation, and previously identified enhancements requested, as well as providing business analysis, defect, enhancement and support item clearance for new items identified during the Contract Term. The Work Plan must include coding, integration, unit testing, quality assurance, and user testing support.

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

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from SymbioSys that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Agreement Part 3, Exhibit A: *Contract Scope and Deliverables.* The State will notify SymbioSys in writing of its acceptance or rejection of the Deliverable within ten (10) business days of the State's receipt of SymbioSys' written Certification. If the State rejects the Deliverable, the State shall notify SymbioSys of the nature and class of the Deficiency and SymbioSys shall correct the Deficiency within the period identified in the Work Plan. If no period for SymbioSys' correction of the Deliverable is identified, SymbioSys shall correct the Deficiency in the Deliverable within five (5) business days unless otherwise agreed upon by the Parties. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify SymbioSys of its Acceptance or rejection thereof, with the option to

extend the Review Period up to five (5) additional business days. If SymbioSys fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require SymbioSys to continue until the Deficiency is corrected, or immediately terminate the Contract, declare SymbioSys in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Contract Agreement Part 3, Exhibit E: *Testing Requirements*.

4.5 Knowledge Transfer

SymbioSys shall work in conjunction with State personnel in the maintenance, support and development activities. Knowledge transfer will include the changes made to the system with the addition of any new modules, subsystems, solutions, interfaces, modifications and fixes to the existing system, as well as any enhancements.

Knowledge transfer methods will include development and implementation of a Knowledge Transfer Plan (KTP) employing methods as defined in the SymbioSys' September 19, 2017 Proposal at page 90.

4.6 System Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of NHUIS, including its information technology resources, data/information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data. See Contract Agreement Part 3, Exhibit D: *Security Requirements*.

In performing its work, SymbioSys shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of NHUIS and State data and systems. See Contract Agreement Part 3, Exhibit D: *Security Requirements*.

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

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

4.7 Data Breach

In the event of a data breach, SymbioSys shall cooperate with the State in compliance with all Federal and/or State requirements and, more specifically, without limitation, assist the State in fully complying with provisions of NH RSA 359-C:20 and NH RSA 282-A:121.

In addition, copies of NHES Directives 2100-12 and 2100-15 related to release of confidential information shall be followed. Please note that mandatory reporting requirements apply to data breaches involving confidential data maintained by NHES.

5 SOFTWARE

5.1 Custom and Off-the-Shelf Software and Documentation

State shall obtain and provide SymbioSys with necessary Software Licenses and Documentation set forth in the Contract, and particularly described in RFP Appendix C: *System Requirements and Deliverables*.

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

SymbioSys shall provide the State with Software Maintenance and Support and Maintenance Services set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit A: *Contract Scope and Deliverables*.

6 WARRANTY

SymbioSys shall provide the Warranty Services and Warranty set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit G: *Warranty*.

7 SERVICES

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

7.1 Maintenance and Support Services

SymbioSys shall provide the State with the maintenance and support services set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit A: *Contract Scope and Deliverables*.

7.2 Development and Implementation Services

SymbioSys shall provide the State with the implementation services set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit C: *Development and Implementation Services*.

7.3 Security Services

SymbioSys shall perform security services for the State set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit D: *Security Requirements*.

7.4 Testing Services

SymbioSys shall perform testing services for the State set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit E: *Testing Requirements*.

7.5 Warranty Services

SymbioSys shall provide warranty services for the State set forth in the Contract, and particularly described in Contract Agreement Part 3, Exhibit G: *Warranty*.

7.6 Training Services

SymbioSys shall provide the State with training services set forth in the Contract, and particularly described in Contract Agreement Part3, Exhibit H: *Training Services*.

8 WORK PLAN DELIVERABLE

An initial Work Plan was submitted by SymbioSys beginning at page 66 of its Proposal. The Work Plan shall be a separate Deliverable and shall include without limitation, a detailed description of how SymbioSys will provide Maintenance and Support for NHUIS twenty-four hours per day, seven days per week, and three hundred sixty-five days per year (24x7x365), including its multiple modules (Claimant, Employer, Staff, InvestiCase and CollectiCase) and more than 600 screens. See also Contract Agreement Part 3, Exhibit F: *Work Plan*. SymbioSys shall update the Work Plan as necessary and at least monthly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates to the Work Plan must be approved by the State prior to final incorporation into Contract Agreement Part 3, Exhibit F: *Work Plan*.

Unless otherwise agreed in writing by the State, changes to the Contract Agreement Part 3, Exhibit F: *Work Plan* shall not relieve SymbioSys from liability to the State for damages resulting from SymbioSys' failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

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

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

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

9 CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of SymbioSys' receipt of a Change Order, SymbioSys shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

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

SymbioSys may initiate Change Orders if NHES requires any significant, previously unplanned, high-priority, hard-deadline items to be completed in a short timeframe impacting its schedule. All Change Order requests from SymbioSys to the State, and the State's acceptance of SymbioSys' estimate for a State requested change, will be acknowledged and responded to, either through acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

The Change Order process as described in this section is not applicable to performance of the firm fixed price maintenance and support contract work. All maintenance and support work requests, whether defect, support item or enhancement, will be tracked via the Harvest software change management tool.

Any significant increase in scope of work arising during the term of the initial contract or any extensions thereof resulting from a change in State or Federal law, rule or policy; economic conditions; or due to a decision of the State to pursue supplemental budget monies from USDOL, will be addressed via a contract amendment. Such contract amendment will be developed using the Change Order process described above.

10 INTELLECTUAL PROPERTY

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

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

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

10.1 State-Owned Documents and Data

All rights, title and interest in State Data shall remain with the State. SymbioSys shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State-Owned Documents"). Upon expiration or termination of the Contract with the State, SymbioSys shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format, unless otherwise permitted by the State.

10.2 SymbioSys' Materials

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

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, records identified as confidential under RSA 282-A, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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

10.4 Custom Software Source Code

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

10.5 Survival

This Contract Agreement Part 2, Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, SymbioSys may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to confidential claimant and employer information covered by New Hampshire RSA Chapter 282-A:118, and information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions)*. SymbioSys shall have no rights in and shall not use the State Confidential Information developed or obtained during the performance of, or acquired or developed by reason of, the Contract, except as directly connected to and necessary for SymbioSys' performance of work under the Contract.

11.2 State Confidential Information

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

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

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

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

11.3 SymbioSys' Confidential Information

Insofar as SymbioSys seeks to maintain the confidentiality of its confidential or proprietary information, SymbioSys must clearly identify in writing all information it claims to be confidential or proprietary. SymbioSys acknowledges that NHES is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The

State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by SymbioSys as confidential, the State shall notify SymbioSys and specify the date the State will be releasing the requested information. Such time shall be calculated to allow SymbioSys a reasonable opportunity to take steps to protect the information. At the request of the State, SymbioSys shall cooperate and assist the State with the collection and review of SymbioSys' information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be SymbioSys' sole responsibility and at SymbioSys' sole expense. If SymbioSys fails to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to SymbioSys, without any liability to SymbioSys.

11.4 Survival

This Contract Agreement Part 2, Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 State

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

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

12.2 The Contractor

Subject to applicable laws and regulations, SymbioSys shall not be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and SymbioSys' liability to the State shall not exceed two times (2X) the Contract price for each term set forth in Contract Agreement, Section 1.8 of the Contract Agreement Part 1, *General Provisions*. Notwithstanding the foregoing, the limitation of liability in this Section 12.2 shall not apply to SymbioSys' indemnification obligations set forth in the Contract Agreement Part 1, General Provisions, Section 13: *Indemnification*; confidentiality obligations in Contract Agreement Part 2, Section 11: *Use of State's Information, Confidentiality*, data breach obligations in Contract Agreement Part 2, Section 4.7: *Data Breach*; and security requirement obligations in Contract Agreement Part 3, Exhibit D: *Security Requirements*, which shall be unlimited.

12.3 State's Immunity

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

12.4 Survival

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

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

a. Failure to perform the Services satisfactorily or on schedule without reasonable justification;
b. Failure to submit any required report that is material to the performance of the Contract; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

a. Unless otherwise provided in the Contract, the State shall provide SymbioSys written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of notice ("Cure Period"). If SymbioSys fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) business days after giving SymbioSys notice of termination, at its sole discretion, treat the Contract as breached, and pursue its remedies at law or in equity or both;

b. Give SymbioSys a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to SymbioSys during the period from the date of such notice until such time as the State determines that SymbioSys has cured the Event of Default shall not be paid to SymbioSys unless the default is cured to the full satisfaction of the State;

c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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

e. Procure Services that are the subject of the Contract from another source and SymbioSys shall be liable for reimbursing the State for the cost of replacement Services, and all administrative costs reasonably and directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

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

13.2 Termination for Convenience

13.2.1 The State may at its sole discretion, terminate the Contract for convenience, in whole or in part, by giving thirty (30) calendar days written notice to SymbioSys. In the event of a termination for convenience, the State shall pay SymbioSys the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Agreement Part 3, Exhibit B, Deliverable Payment Schedule, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of SymbioSys and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that SymbioSys has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

16 DISPUTE RESOLUTION

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

17 GENERAL PROVISIONS

17.1 Travel Expenses

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

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

17.2 Work Hours

SymbioSys will be expected to provide services not only during normal business hours but as needed to run development and test batches, support production batch, biweekly and on-demand emergency builds, hardware and software upgrades that impact the application, and DoIT server maintenance windows. See Contract Agreement Part 3 Exhibit A: *Contract Scope and Deliverables.*

17.3 Project Equipment

The State will work with SymbioSys to determine the requirements for providing desktop computers for SymbioSys staff. The desktop computers provided will include but not limited to the following software: SUniverse, Crystal Reports Developer, RAD, Eclipse, Harvest, Oracle Client Software, Beyond Compare, Toad, AcuCobol.

The desktops provided will be located at the State and accessed by SymbioSys via secure VPN. SymbioSys is responsible for supplying desktops at their location. The State will also supply a multi-function printer/copier for use by SymbioSys staff.

17.4 Access/Cooperation

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

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

17.5 Required Work Procedures

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

17.6 Computer Use

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

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. Information shall be used solely for supporting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use, and at no time shall SymbioSys access or attempt to access any information without having the express authority to do so.

c. At no time shall SymbioSys access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times SymbioSys must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by SymbioSys. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

e. That if SymbioSys is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". SymbioSys understands and agrees that use of email shall follow the State standard policy.

17.8 Internet/Intranet Use

The Internet/Intranet may be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy.

17.9 Regulatory Government Approvals

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

17.10 Force Majeure

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

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

17.11 Insurance

17.11.1 SymbioSys shall continue to maintain current levels of insurance as provided under the previous contract and as shown in Contract Agreement Part 3, Exhibit K: Certificates and Attachments. See also Contract Agreement Part 1, Form P-37, General Provisions, Section 14, Insurance.

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

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

17.12 Exhibits

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

17.13 Venue and Jurisdiction

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

17.14 Records Retention and Access Requirements

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be

excluded from the State's review unless the cost or any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

17.15 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

17.16 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Contract Agreement Part 2, Section 10: Intellectual Property; Contract Agreement Part 2, Section 11: Use of State's Information, Confidentiality; Contract Agreement Part 2, Section 12: Limitation of Liability; Contract Agreement Part 2, Section 17: General Provisions; and Contract Agreement Part 1, Section 13: Indemnification which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 2

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed, approved and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Alert	Question on completeness of application or other circumstance that does not stop payment.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
BA	Business Analyst
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.
BRI	Benefits Rights Interview
CCF	Continued Claim Form
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
CollectiCase	Case management system module within NHUIS for Collections Unit to manage collection activities and generate correspondence to debtors owing monies due to overpaid benefits or underpaid tax obligations.
Completion Date	End date for the Contract, which may be subject to extension.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	An approved Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract.

Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administration activities.
Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
COTS	Commercial off the Shelf
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
CWC	Combined wage claim.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 3, 2008.

Digital Signature	Guarantees the unaltered state of a file.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DUA	Disaster Unemployment Assistance
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
ERI	Eligibility Review Interview
ES	Employment Service
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default"): a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required, and/or c. Failure to perform any other covenant, term or condition of the Contract.
EWI	Employer Wage Intake – a separate module of NHUIS that allows the employer to respond to four (4) specific wage requests.
FAC	Federal Additional Compensation
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
HCTC	Healthcare Tax Credit
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
InvestiCase	Case management system module within NHUIS for Benefit Payment Control Unit to manage and process tips, leads and hits generated by automated and manual crossmatches regarding potentially fraudulent benefit payments.

Invoking Party	In a dispute, the party believing itself aggrieved.
Issue	A question about eligibility for payment that stops payment.
Job Match System (JMS)	NHES' online job match system that matches job seekers and employers in NH.
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
NHES	New Hampshire Employment Security
NHUIS	The automated, online NH Unemployment Insurance system for the administration of unemployment insurance (UI) benefits.
Non-Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, other services.
Normal Business Hours	Normal Business Hours for NHES administrative offices and all NH WORKS Local Offices are: Monday through Friday, 8:00 a.m. to 4:30 p.m., and for the NHUIS Call Center: Monday through Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 4:00 p.m. and Sunday 8:00 a.m. to 4:30 p.m., excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
OJT	On the Job Training provides employers a chance to connect with potential employees by allowing for subsidized short-term employment.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
PAW	Potentially Affected Worker
PIRL	WIOA Participant Individual Record Layout
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and

	review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the project.
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
PTW	Pathway to Work program.
QA	Quality Assurance
Regression Test Plan.	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
RESEA	Reemployment Services and Eligibility Assessment.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the default review period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
RTAA	Readjustment Trade Allowance Act
SaaS	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
SBR	Supplemental Budget Request refers to an award from USDOL as a result of a competitive process among SESA's in response to a specific USDOL call for submission of requests.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
SESA	State Employment Services Agency
SIDES	State Information Data Exchange – a separate system that interfaces with NHUIS that allows the employer to communicate via file exchange or website and provide separation information to NHES.
SME	Subject Matter Expert
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution which includes, without limitation, Software and Services addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this

	reference, made a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section I: INTRODUCTION of this RFP, including NHES and DoIT.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, and the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA 282-A:118 and RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TA	Trade Act
TAA	Trade Adjustment Allowance
TAPR	Trade Act Participation Report
TBD	To Be Determined
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) that works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
TRA	Trade Readjustment Allowance
UAT	User Acceptance Test
UC	Unemployment Compensation
UCFE	Unemployment Compensation for Former Federal Employees
UCX	Unemployment Compensation for Former Military Personnel
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
UI	Unemployment Insurance
UIPL	Unemployment Insurance Program Letter providing program guidance.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according

	to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the warranty period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
WEBTAX	Separate system that interfaces with NHUIS. WEBTAX is the case management system for the Contributions Unit of NHES, tracking UI taxes from employers, New Hire reports and new or updated Employer Status Reports.
WIOA	Workforce Investment and Opportunity Act
Work Hours	Vendor personnel shall be available to NHES during all normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. Emergency, on-call services will also be made available as negotiated. However, for employees, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Contract Agreement Part 3, Exhibits A and C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task. See Contract Agreement Part 3, Exhibit F.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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1 CONTRACT SCOPE AND DELIVERABLES

1.1 Provide Total System Maintenance and Support

Under the Contract, SymbioSys will be responsible for Maintaining and Supporting NHUIS for the term of July 1, 2018 through June 30, 2020, with two additional extensions possible at the sole option of the State for the periods of July 1, 2020 through June 30, 2022 and July 1, 2022 through June 30, 2024. See Firm Fixed Price table provided at Exhibit B Section 1.1.

Maintenance and Support includes addressing outstanding defects, current support items awaiting implementation, and previously identified enhancements requested, as well as providing business analysis, and defect, enhancement and support item clearance for new items identified during the Contract Term. Support item clearance will include coding, integration and unit testing, quality assurance and user testing support.

SymbioSys will provide Maintenance and Support that meets the demands of the NHUIS application and its use by NHES. NHUIS is available 24 hours per day, 7 days per week, and 365 days per year to the claimant, employer and staff users. This does not include periodic downtime for builds and maintenance. NHUIS encompasses multiple modules (Claimant, Employer, Staff, InvestiCase and CollectiCase) and more than 600 screens. SymbioSys will be expected to provide services not only during normal business hours, but as needed to run development and test batches, support production batch, support biweekly and on-demand emergency builds, hardware and software upgrades that impact the application, and DoIT server maintenance windows.

- Production batch is run Monday through Friday evenings, generally starting at 5 pm and ending at or near midnight. Production timing and abend statistics can be provided upon request.
- There are currently four (4) instances in the test environment. Test batches are run daily and environments are refreshed with more up-to-date production data on an as-needed basis. Test batch and refresh activities are a joint responsibility between DoIT and SymbioSys.
- There are currently two (2) instances of the development environment. SymbioSys runs batch and refreshes as needed in these environments.
- The biweekly build schedule includes all tested and passed fixes to defects, enhancements and support items.
- Depending on the upgrade, some automated tools may be used but manual support is needed the majority of the time.
- The optional normal maintenance windows are the last 2nd and 3rd weekends of each month; urgent items are done on an as needed basis.

Situations that impact the claimants' ability to file for benefits or cause the batch to abort must be addressed as critical and generally cannot wait until the next business day.

SymbioSys and its staff are required to be located near-site of the Employment Security facility at 45 South Fruit Street, Concord, NH 03301. Any exception to this requirement must be approved by

the Agency prior to work being done. Regular and multiple on-site meetings and activities will take place throughout the Contract term, including but not limited to Monthly Progress Meetings, Bi-Weekly Build Meetings and Hardware/Software Status Meetings, Weekly Project Manager Meetings, sessions to discuss requested or recommended changes to the System, and batch issue support as needed.

SymbioSys shall support any NHES system architecture updates and/or changes.

1.2 Ongoing Software Maintenance and Support Levels

SymbioSys shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and through the completion of the contract term.

1.2.1 Maintenance Releases

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

1.2.2 SymbioSys Responsibility

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

SymbioSys shall maintain a record of the activities related to repair or maintenance activities performed for the State;

For all maintenance Services calls, SymbioSys shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) Resolved by; 7) Issue identified by; and 8) Identifying number i.e. work order number.

SymbioSys must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

If SymbioSys fails to correct a Deficiency within the allotted period of time stated above, SymbioSys shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part 2, Section 13 *Termination*, and the State shall have the right, at its option, to pursue the remedies in Contract Agreement Part 2, Section 13: *Termination*, as well as to return SymbioSys' product and receive a refund for all amounts paid to SymbioSys, including but not limited to, applicable license fees, within ninety (90) days of notification to SymbioSys of the State's refund request.

If SymbioSys fails to correct a Deficiency within the allotted period of time stated above, SymbioSys shall be deemed to have committed an Event of Default, pursuant to Contract Agreement Part 2, Section 13: *Termination*, and the State shall have the right, at its option, to pursue the remedies in Contract Agreement Part 2, Section 13: *Termination*.

1.3 **Outstanding Defects, Enhancements and Support Items**

The following table is for illustrative purposes only and contains a dynamic list of the functional areas of the current NHUIS system that will require support.

As of 11/03/2017, there are a total of 210 defects, 120 enhancements and 96 support items documented and outstanding.

FUNCTIONAL AREAS	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Appeals	3	11	3
Benefit Adjudication Unit (BAU)	1		1
Benefit Payment Control (BPC)	4	8	2
Benefits Rights Interview (BRI)	2		-
Claimant Re-Write	3	3	1
CollectiCase	5	3	7
Continued Claims (CC)	2	1	1
Data Validation (DV)	9	1	
Employer Charges (EC)	5	4	1
Employer	5	8	1
Eligibility Review Interview (ERI)	1	1	1
Employment Services (ES)		1	
Employer Wage Intake (EWI)	5	7	2
Federal		2	
Fiscal	15	4	4
Global	8	6	9
Initial Claims (IC)	7	3	2
InvestiCase	6	6	6
Locks	1		5
Mass Layoff	1	2	
Miscellaneous	3	11	4
Monetary (Mon)	9		3
New Hampshire Contributions Tax System (NHACTS)		1	
Non-Monetary (NMO)	10	7	
Non-NHUIS		1	
Overpayments (OP)	31	6	38
Pay Benefits (PB)	2	1	
Profiling		1	

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FUNCTIONAL AREA	DEFECTS	ENHANCEMENTS	SUPPORT ITEMS
Queries			1
Reemployment & Eligibility Assessment (RESEA)		3	
Security	1		
State Information Data Exchange System (SIDES)	1	1	1
Spidering	3	7	1
Trade Active Participants Report (TAPR)		1	
Technical	1	1	
Totals	210	120	96

1.4 Deliverables

SymbioSys shall complete the following deliverables response checklist:

DELIVERABLE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
NHUIS MAINTENANCE AND SUPPORT		
Maintenance and Support – Year 1	Software	07/01/2018-06/30/2019
Maintenance and Support – Year 2	Software	07/01/2019-06/30/2020
Maintenance and Support – Year 3	Software	07/01/2020-06/30/2021
Maintenance and Support – Year 4	Software	07/01/2021-06/30/2022
Maintenance and Support – Year 5	Software	07/01/2022-06/30/2023
Maintenance and Support – Year 6	Software	07/01/2023-06/30/2024
GENERAL		
Conduct Kickoff Meeting	Non-Software	07/05/2018
Status Meetings	Non-Software	Monthly
Work Plan/Overall Project Management Plan	Written	07/10/2018
Existing and Future Support Items	Software	Ongoing
Existing and Future Defect Activity	Software	Ongoing
Existing and Future Enhancements/Development Work	Software	Ongoing
PLANNING AND PROJECT MANAGEMENT		
Conduct Project Kickoff Meeting	Non-Software	Within five (5) business days of the initiation of each identified

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DELIVERABLE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
		project during the course of the contract
Project Status Reports	Non-Software	Weekly
Work Plan	Written	Within ten (10) business days of the initiation of each identified project during the course of the contract
Security Plan	Written	Within ten (10) business days after sign-off of the Business Requirements document for each identified project during the course of the contract
Communications and Change Management Plan	Non-Software	Ongoing
Requirements Traceability Matrix	Non-Software	Ongoing
Systems Interface Plan and Design/Capability	Non-Software	Ongoing
Testing Plan	Non-Software	Ongoing
Deployment Plan	Non-Software	Ongoing
End User Support Plan	Non-Software	Ongoing
Business Continuity Plan	Non-Software	Ongoing
Documentation of Operational Procedures	Written	Ongoing
TESTING		
Conduct System Integration Testing	Non-Software	Ongoing
Conduct Unit Testing	Non-Software	Ongoing
Support Production Tests	Non-Software	Ongoing
Test In-Bound and Out-Bound Interfaces	Non-Software	Ongoing
Support System Performance (Load/Stress) Testing	Non-Software	Ongoing
DEPLOYMENT OF UPDATES		
Deploy updates using build schedule and in coordination with DoIT and NHES	Software	Ongoing
Provide Documentation	Written	Ongoing
Execute Security Plan	Non-Software	Ongoing

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DELIVERABLE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
OPERATIONS		
Maintenance and Support	Software	07/01/2018-06/30/2024
Conduct Project Exit Meeting	Non-Software	TBD

1.5 **Additional Development Work**

In the event of significant changes in State or Federal law, rule or policy; economic conditions; or a decision of the State to pursue supplemental budget monies, additional development work that is beyond the scope of normal Maintenance and Support may be required. The SymbioSys rates outlined in Exhibit B will be used to develop an estimate of cost for any such increase in scope. Such additional development and implementation work will be addressed through contract amendments. Please also see Exhibit C.

1.6 SymbioSys shall support NHUIS interfaces described in the following table:

AGENCY NAME	SYSTEM/SUBSYSTEM NAME (EX: REGISTS, BANKS, ETC)	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC)
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	D
NHES	Imaging System	Link in NHUIS to the Imaging system	Adhoc
Citizens Bank	Receives electronic checks that cleared and EFT error file from the bank	Flat file is picked up by this Agency for processing	D
Citizens Bank	Sends electronic check file and EFT issued to the Bank	Flat file is sent to Citizens Web Site daily	D
US Dept of Labor	Benefit Timeliness and Quality (BTQ) skeleton data file (Benefits timeliness and quality, non-monetary work load.)	SUN system – Quality Control (QC) loads file of skeleton data and keys results of reviews. Files built to federal specifications.	Q
US Dept of Labor	UI Required Reports – Benefits claims and payment data, time lapse reports, appeals and other reports.	SUN system – Economic and Labor Market Information (ELMI) keys data into system. Flat file for loads need to be built to federal specifications.	W, M, Q
US Dept of Labor	UI DATA VALIDATION (UIDV) extract files to validate data on UI	SUN system – QC loads (flat) extract files and keys results of review. Files built to federal	M, Q

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AGENCY NAME	SYSTEM/SUBSYSTEM NAME (EX: REPORTS, BRIDGES, ETC)	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC)
	Required report system. Multiple files.	specifications.	
US Dept of Labor	Benefit Accuracy Measurement (BAM) and Denied Claims Accuracy (DCA)	SUN system – QC loads sample summary data file and sample selection data (flat files) and keys investigation results manually.	W
NHES/JMS	Employment services data and profiling status	Flat file of benefit information sent to Job Match System (JMS)	D
NHES/JMS	Initial/Additional Application data	Send Initial/Additional Application data to setup, Resumé, work history etc.	Adhoc
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Employer file – related employer information in a flat file from NHACTS to a NHUIS file for use in charging process	Flat file transferred to NHUIS to update employer Information	D
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Employer file of charges – in a flat file from NHUIS to NHACTS	Flat file transferred to NHACTS to update employer Information	M
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	Wages data for use within NHUIS	Database connection with NHACTS	D
NHES – New Hampshire Accounting Contribution Tax System (NHACTS)	State directory used for a Match	Database connection with NHACTS	D
Conduent (ICON)	SIDI (State Information Data Inquiry) is a Web service transaction	Access out-of-state claim information online	Adhoc

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AGENCY NAME	SYSTEM/SUBSYSTEM NAME (EX: KIOSKS, PROCS, ETC.)	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC)
Conduent (ICON)	DDBI (Distributive Database Index)	Facilitates exchange of wage information between the States and the Federal government	Q
Conduent (ICON)	Interstate Benefit Inquiry (IBIQ) IBIQ is web service transaction	Access wage information online	Adhoc
Conduent (ICON)	Interstate Connection (ICON) system, uses NHUIS wage and claimant data to respond to information requests from other states. Updates NHUS files with responses from other states. CICS transactions include IB1, IB4, IB5, IB13, FCCC	Files created daily and exchanged nightly with Conduent.	D
Conduent (ICON)	Interstate Connection (ICON) system uses NHUIS SCO claimant data to respond to information requests from other states.	Files created daily and exchanged nightly with Conduent.	D
Conduent (ICON)	Billing information to other states, uses charge extract to develop bill to be sent to other states. Transaction is IB6	File sent to Conduent	Q
Conduent (ICON)	Liable Agent Data Transfer (LADT) report on out-of-state claims, uses NHUIS claimant data to generate an extract file each week	LADT file sent to Conduent weekly	W
Conduent (ICON)	Interstate cross-match – ssn's-match to detect fraud - report is run to check for people filing in more than one state in an illegal manner	Quarterly extract file of claims sent to Conduent	Q
Conduent (ICON)	Health Care Tax Credit (HCTC)	File sent to Conduent to report persons eligible for tax credit during unemployment	D

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AGENCY NAME	SYSTEM/SUBSYSTEM NAME (EX: HEIGHTS, BRIDGES, ETC)	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC)
Conduent (ICON)	MSDEB (Quarterly UCX billing file sent to WASP)	File uploaded by WASP onto ACS website	Q
IRS	1099 - NHUIS read for claimant addresses and taxes withheld	1099 file sent to IRS, extract from NHUIS to update a mainframe file with this information.	A
NHES - TAA	NHUIS Extract for Trade Act Participant Report (TAPR) federal requirement.	Flat file to TAA Unit	Q
NHES - TAA	NHUIS Extract for (PIRL) federal requirement.	Flat file to TAA Unit	Q
NHES - ATAA	NHUIS Extract for (ATAA Activities report) federal requirement.	Flat file to TAA Unit	Q
DHHS – New Heights	FISCAL billing report	FTP file from and To DHHS	W, D, M, Q.
DHHS – Child Support	Weekly x-match UI and Wages	FTP file to DHHS	W
DHHS – New Hire	New Hires data from employer reports is extracted and sent for Child Support Enforcement	FTP	D, W, M, Q
NHES – ELMI	Information on continued and initial claims sent to Program to Measure Insured Unemployed Statistics System (PROMIS)	Flat file to ELMI to upload into PROMIS database - weekly	W, M
NHES – SIDES	Separation Information to Employers	Web service to and from SIDES	D
NHES – Prison	NHES cross match from Prison	FTP file from Prison	D
National Directory of New Hire	Will receive national new hire information to process for possible UI benefit overpayments	FTP file from DHHS	W
NHES IP Block	IP Block depending on the Rules will either direct the	Web service	Adhoc

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AGENCY NAME	SYSTEM/SUBSYSTEM NAME (EX: KIOSKS, BRIDGES, ETC)	FUNCTION	FREQUENCY (DAILY, WEEKLY, MONTHLY, ANNUALLY, ETC)
	User to Valid NHUIS or another placeholder location		
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	D
NHES	Imaging System	Link in NHUIS to the Imaging system	Adhoc
Citizens Bank	Receives electronic checks that cleared and EFT error file from the bank	Flat file is picked up by this Agency for processing	D
Citizens Bank	Sends electronic check file and EFT issued to the Bank	Flat file is sent to Citizens Web Site daily	D
US Dept of Labor	Benefit Timeliness and Quality (BTQ) skeleton data file (Benefits timeliness and quality, non-monetary workload)	SUN system – Quality Control (QC) loads file of skeleton data and keys results of reviews. Files built to federal specifications.	Q
US Dept of Labor	UI Required Reports – Benefits claims and payment data, time lapse reports, appeals and other reports.	SUN system – Economic and Labor Market Information (ELMI) keys data into system. Flat file for loads need to be built to federal specifications.	W, M, Q
US Dept of Labor	UI DATA VALIDATION (UIDV) extract files to validate data on UI Required report system. Multiple files.	SUN system – QC loads (flat) extract files and keys results of review. Files built to federal specifications.	M, Q
US Dept of Labor	Benefit Accuracy Measurement (BAM) and Denied Claims Accuracy (DCA)	SUN system – QC loads sample summary data file and sample selection data (flat files) and keys investigation results manually.	W

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1 DELIVERABLE PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract with a maximum fixed price of $3,320,000.00 for the initial term beginning on July 1, 2018 and ending on or before June 30, 2020. Two additional extensions are possible at the sole option of the State for the periods of July 1, 2020 through June 30, 2022 and July 1, 2022 through June 30, 2024. SymbioSys shall be responsible for performing its obligations in accordance with the Contract. SymbioSys shall invoice the State monthly for annual maintenance and support services in pro-rata installments equal to 1/12th of the fixed pricing for each year appearing in the price and payment tables below.

ANNUAL MAINTENANCE AND SUPPORT	TERM	AMOUNT
Maintenance and Support - Year 1	07/01/2018-06/30/2019	$1,660,000
Maintenance and Support - Year 2	07/01/2019-06/30/2020	$1,660,000
MAINTENANCE AND SUPPORT (INITIAL TERM)		$3,320,000
EXTENDED ANNUAL MAINTENANCE AND SUPPORT AT OPTION OF STATE		
Maintenance and Support - Year 3	07/01/2020-06/30/2021	$1,739,500
Maintenance and Support - Year 4	07/01/2021-06/30/2022	$1,739,500
MAINTENANCE AND SUPPORT (EXTENDED TERM 1)		$3,479,000
Maintenance and Support - Year 5	07/01/2022-06/30/2023	$1,819,000
Maintenance and Support - Year 6	07/01/2023-06/30/2024	$1,819,000
MAINTENANCE AND SUPPORT (EXTENDED TERM 2)		$3,638,000
TOTAL MAINTENANCE AND SUPPORT (YEARS 1 THROUGH 6)		$10,437,000

1.2 Current SymbioSys Rates

The following table presents the proposed position rates for Development/Work requested during initial term of the Contract.

Position Title	Hourly Rate
Project Manager	$180.00
Lead, Client Services, BA, SME, QA	$100.00
Lead, Batch - Release Management – Tech. QA	$120.00
Lead, Online-Release Management – Tech. QA	$120.00
Developers, Online	$100.00
Systems Analyst - Batch Developer	$100.00
Developers, Batch	$95.00
Business Analyst - Subject Matter Expert, QA	$90.00
Subject Matter Expert - BA, QA	$100.00

1.3 Future SymbioSys Rates

The following table presents the proposed hourly position rates for future Development Work during applicable State Fiscal Year terms.

Position Title	SFY 2020	SFY 2021	SFY 2022	SFY 2023
Project Manager	$185	$185	$190	$190
Lead, Client Services, BA, SME, QA	$105	$105	$110	$110
Lead, Batch-Release Mgmt.–Tech. QA	$125	$125	$130	$130
Lead, Online-Release Mgmt.–Tech. QA	$125	$125	$130	$130
Developers, Online	$105	$105	$110	$110
Developers, Batch	$100	$100	$105	$105
Business Analyst – SME, QA	$95	$95	$100	$100
Subject Matter Expert - BA, QA	$105	$105	$110	$110

2 TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State for Maintenance and Support services exceed $3,320,000.00 ("Total Contract Price") for the initial term. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to SymbioSys for all fees and expenses, of whatever nature, incurred by SymbioSys in the performance hereof.

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

3 INVOICING

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

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

Invoices shall be sent to:

New Hampshire Department of Employment Security
Attention: Fiscal Accounts Payable
45 South Fruit Street
Concord, NH 03301

4 PAYMENT ADDRESS

All payments shall be sent to the following address:

SymbioSys Solutions, Inc.
46 South Main Street, Unit 4
Concord, NH 03301

5 OVERPAYMENTS TO SYMBIOSYS

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

6 CREDITS

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

7 SURVIVAL

This Contract Agreement Part 3, Exhibit B, *Deliverable Payment Schedule*, shall survive the termination of the Contract.

1 DEVELOPMENT AND IMPLEMENTATION

SymbioSys shall provide the State with the following Development and Implementation Services pertinent to Contract Exhibit A and applicable to total System Maintenance and Support as well as potential additional Development Work.

1.1 Key Components

- SymbioSys shall employ a development methodology that is structured, planned and controlled to ensure a successful outcome. This methodology includes but is not limited to:
  - Initiation & planning
  - Pre-requirements
  - Requirements definition
  - Detailed project plan
  - Design specifications
  - Development & unit testing
  - Integration & testing
  - User Acceptance testing
- SymbioSys shall employ an approach that fosters and requires the participation of the State resources and uses their business expertise to assist with developing solutions to defect, enhancement and/or support requests.
- SymbioSys, in conjunction with State personnel, shall manage the Work Plan and tasks, manage and schedule staff, track and manage issues, maintain communication and report status.
- SymbioSys, in conjunction with State personnel, shall coordinate implementation timelines, build and deployment activities.

1.2 Timeline

The timeline is set forth in the Work Plan.

1.2.1 Implementation

Implementation shall be structured to recognize interdependencies between the current system and the changes created by the modifications and enhancements. Implementation must design a structure for minimal disruption to the current system while maximizing a timely execution of changes.

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

2. IMPLEMENTATION METHODOLOGY

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

a. Analysis of Change Requests identified- impact to Core design of the current NHUIS

b. Sequence work items in a manner that optimizes resources utilization, leverages prior tasks and includes time for both upfront analysis and design and end-line testing and implementation.

c. Methodology is iterative, inclusive and collaborative and seeks active and timely participation of identified State staff to carry out or support completion of specific project tasks or activities.

d. Performance of proper due diligence to understand all aspects of an interface and the ability to be fully prepared for interactions with external agencies, ex: the Federal Government. SymbioSys will rely on the State Project Manager to support and coordinate meetings as appropriate, requested and needed.

1 SECURITY REQUIREMENTS

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

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

1.1 Application Security

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

1.2 Internal and External System Access

Users and staff members logging into the New Hampshire Unemployment Insurance System (NHUIS) must go through an authentication process via a secured Lightweight Directory Access Protocol (LDAP) server. No access is permitted to any systems without the user account and login receiving proper confirmation from LDAP. Any remote access by staff would require the user to not only have to go through the LDAP authentication listed above but we would also require they use our secure Virtual Private Network (VPN).

Additionally, NHES and State of New Hampshire Department of Information Technology (DoIT) policies require a complex user name and password. This policy is outlined in the User Account and Password Policy # NHS-08.27.2009-V6 which requires a minimum of a 10 Character password that must contain upper case, lower case, numbers and special characters. This password will have a forced change every 90 days. The system remembers the last 5 passwords, which cannot be used again as a new password. Users have 3 attempts to login. After 3 failures the account is locked. The most recent version of the Policy shall be provided to SymbioSys upon contract execution.

For the future, DoIT is looking into changing the LDAP Security process with a new method. NHES is currently investigating using Oracle Security and tables.

This shall include but is not limited to:

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle.
- Develop utilizing software and hardware products that are supported by or compatible with State and DoIT software and hardware products.

- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to SymbioSys and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes.
- Follow change control process and procedures relative to release of code.
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to, Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25, or CERT Secure Coding.
- Make available to the State for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

1.3 PCI DSS Payment Application Data Security Standard (PA DSS)

NHUIS currently does not utilize payment card functionality, but may in the future. As such time as payment card functionality is added in NHUIS, the SymbioSys ("Vendor") will be considered a "service provider" under Requirement 12.8 of the PCI DSS and must agree to following provisions.

1. PCI DSS Payment Application Data Security Standard (PA DSS) - As the Vendor's product is part of the processing, transmission, and/or storage of cardholder data it is hereby agreed that:
   a. Vendor agrees to participate in the Payment Card Security Standards Council (PCI) Payment Application Data Security Standards program (PA DSS)
   b. Vendor agrees to provide evidence of compliance with PA DSS prior to Contract approval.
   c. Vendor will immediately notify the NHES if it learns its application is no longer PA DSS compliant and will immediately provide the NHES of the steps being taken to remediate the non-compliance status. In no event should Vendor's notification to the NHES be later than seven (7) calendar days after Vendor learns it is no longer PA DSS complaint.

2. PCI DSS Requirement 12.8, *Service Provider* – If the Vendor provides services on the production environment used in the processing, transmission and/or storage of cardholder data, it is hereby agreed that:
   a. Vendor agrees that it is responsible for the security of all cardholder data that it obtains or possesses, including but not limited to the functions relating to storing, processing, and transmitting the cardholder data.
   b. Vendor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
   c. Vendor agrees to supply the current status of Vendor's PCI DSS compliance, and evidence of its most recent validation of compliance upon execution of this addendum to Agency. Vendor must supply to Agency an attestation of compliance at least annually.

d. Vendor will immediately notify Agency if it learns that it is no longer PCI DSS compliant and will immediately provide Agency the steps being taken to remediate the non-compliance status. In no event shall Vendor's notification to Agency be later than seven (7) calendar days after Vendor learns it is no longer PCI DSS compliant.

e. Vendor acknowledges that any indemnification provided for under the Contract referenced above applies to the failure of the Vendor to be and to remain PCI DSS compliant.

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

1 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data, and System preparation for testing, and execution of unit testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

The following testing requirements are meant to encompass both defect fixing and various levels of enhancements, both simple and complex. While some of the language may apply more to complex implementations, the basic tenets of planned, complete and successful testing to ensure code and system integrity remain.

1.1 Test Planning and Preparation

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

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

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

The State will commence its testing after receiving Certification from SymbioSys that the State's personnel have been trained and the changes are configured, deployed, and ready for State testing. The testing will be conducted by the State in an environment independent from SymbioSys' development environment. SymbioSys must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live data to validate reports, and conduct stress and performance testing, at no additional cost.

1.2 Testing

Testing begins upon completion of the defect enhancement or support item as required and user training according to the Work Plan. Testing ends upon UAT Acceptance by the State.

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

Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
System Integration Testing	a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment. b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces' being implemented, confirms data transfers with External parties, and includes the transmission or printing of all electronic and paper documents. c.) SymbioSys will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The Vendor will also use System Integration Testing to validate modifications and fixes.
Installation Testing	Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.
User Acceptance Testing (UAT)	The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes. a.) SymbioSys' Project Manager must certify in writing, that SymbioSys' own staff has successfully executed all prerequisite SymbioSys testing, along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) The State will be assisted with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Performance Tuning and Stress Testing	SymbioSys shall assist the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project Performance Tuning and Stress Testing Scope The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results. Test types Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether

baseline results need to be recreated.

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

Tuning

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

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

Scheduling Performance and Stress Testing

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

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

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

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleared out. All effort will be made to run these tests at a time when system and network infrastructure utilization

	doesn't impact the results. Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up from should minimize this impact. If defects are identified in the application during testing, they will be recorded. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application). When performing capacity testing against a GUI, the focus will be on the ability of the interface to respond to user input. During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.
Regression Testing	As a result of the user testing activities, problems will be identified that require correction. The State will notify SymbioSys of the nature of the testing failures in writing. SymbioSys will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements. a.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by SymbioSys based on the understanding of the program and the change being made to the program. The Test Plan has two objectives: 1. Validate that the change/update has been properly incorporated into the program; and 2. Validate that there has been no unintended change to the other portions of the program. b.) SymbioSys will be expected to assist with: 1. Creating a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly; 2. Creating a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and 3. Manage the entire cyclic process.

	SymbioSys will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, SymbioSys will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 3
EXHIBIT F

1 WORK PLAN

SymbioSys' Project Manager and the State Project Manager shall agree upon the Work Plan no later than ten (10) business days after the Effective Date. Continued development and management of the Work Plan is a joint effort on the part of SymbioSys and State Project and Business Managers.

Detailed elements of the Work Plan are documented in SymbioSys' submitted proposal Pages 66 to 70 of 118, hereby included by reference, and include:

- Project Initiation
- Project kick-off
- Finalize Work Plan
- Triage and assessment of current unassigned defect, enhancement and support items
- Triage and assessment of newly-identified items
- Prioritization and clearance management of items
- Completion of items
- Plan for meeting 24x7 support needs

1.3 Assumptions

- The State shall provide team members with decision-making authority to support development and implementation efforts.
- The State shall provide reasonable access to the State personnel as needed to complete project tasks.
- Designated State IT systems personnel shall be available during normal working hours.
- SymbioSys shall use HARVEST to manage and track work and maintain version control.
- SymbioSys shall conduct monthly status meetings and provide reports that may include but are not limited to action items, progress reports, test results and documentation.

The primary aspects and components of the proposed overall approach to Maintenance & Support of NHUIS are delineated below:

1. Project Initiation:
   The project will be initiated with a Project Initiation Meeting between the Project Sponsor (PS), the State Project Manager (State PM), the SymbioSys Project Manager (Symb PM), and other State staff identified by the State. This meeting will provide the opportunity for the participants to share lessons learned, restate the management's vision vis-à-vis the role of NHUIS in supporting the agency through the foreseeable future, and for the team to agree upon the overall direction and approach for this maintenance and support endeavor.

2. Project Kick-off:

The Project Kick-off Meeting will be the forum for the Project Sponsor to communicate to the entire project team (core team members, extended team members, and other identified stakeholders): the renewed expectations regarding the project; its critical success factors; expected levels and types of participation and commitments from the project team members; the next steps; project outcomes; etc. The project managers will share their perspectives on successes and lessons learned over the past six years, and present the high-level approach for conducting this project. The Kick-off meeting would conclude with a brief Questions and Answers (Q&A) component to answer any high-level questions as well as to obtain high-level feedback relating important lessons learned by one or more of the meeting participants.

3. Finalize Work Plan:

Based on the feedback received from each of the above sessions (the Project Initiation Meeting, the Kick-off meeting, and the Brainstorming session), the SymbioSys Project Manager will refine the Overall Approach defined in this section of the proposal, to create a formal Work Plan for the engagement.

The revised Work Plan will be distributed to the NHES Project Manager, and to all stakeholder representatives identified by the NHES Project Manager, for their review and feedback. Two business days (or at an agreed-upon timeframe) after the document is distributed to the reviewers, the document will be jointly reviewed through a structured walkthrough session. The next two business days (or at an agreed-upon timeframe) will be set aside for further individual review by the reviewers.

All agreed-upon feedback that is received during the structured walkthrough session and the subsequent review period, will then be incorporated into the Work Plan to create the final Work Plan for the engagements.

4. Knowledge Transfer Expectations:

Being the incumbent vendor, SymbioSys has no expectations with regard to knowledge acquisition at the outset of the contract. Moreover, all of the team members proposed for this engagement are well-versed with NHUIS.

5. Triage and assessment of current unassigned items (as of the contract start date):

The approach that SymbioSys proposes to use for addressing all currently outstanding items is outlined below:

This approach is an adaptation of the approach that was adopted at the inception of the current engagement, to create a consensus-based prioritization strategy and plan for addressing all outstanding Maintenance & Support items.

a. SymbioSys Business Analyst(s) will first review all current open (unassigned) items with the objective of identifying the potential for regrouping, reprioritizing and/or clearing these items. As this Business Analysis exercise is expected to be in-depth, it is likely to be completed towards the end of the first quarter of the contract.

b. Once the review and recommendations are complete, SymbioSys will work with identified NHES work groups to review the items and recommendations for each team's area of expertise. Through multiple such sessions, the teams will come to an agreement about the priority and disposition of items within their functional group.

c. SymbioSys will then facilitate a brainstorming session with the management team and a representative from each work group, to determine if any outstanding items should be addressed as a project for each functional area.
   - If the consensus is to handle these as projects for each functional area, the prioritization of each functional area and time schedule for each such project will be determined.
   - If not, the priorities of individual items (for each functional area) will be reviewed and finalized.

Through this approach, all current items that were open (unassigned) as of the start date of the contract, will either be closed or find their way into one of the following two lists: (a) List of highest priority items for assignment to a developer, SIT tester and UAT tester, or (b) List of back burner items.

- Item that are assigned to a developer will follow a slightly modified version (as defined under Completion of assigned work items in point 6 below) of the current Harvest process to move it through the software development life cycle of development, unit testing, review, systems testing, UAT, release planning and rollout.
- Items that are on the back burner will be addressed through the process elaborated under Review of Back Burner items (whether outstanding or newly-identified) in point 6 below.

6. Defect, enhancement & support request prioritization and clearance management:

At the beginning of the current NHUIS Maintenance & Support contract, SymbioSys had developed a process document to describe the processes, tools, and roles of all project team members, with regard to Prioritization and clearance management of defect, enhancement and support requests. NHES WeCare and SymbioSys have been following the guidelines set forth in that document to log, prioritize, assign, and clear all defect, enhancement, support and analysis items on a day-to-day basis.

SymbioSys proposes to fine-tune the current approach based on the successes and lessons learned over the past six years. Summarized below, are the key aspects of the proposed approach that will be adopted on an ongoing basis to effectively handle current and future maintenance and support items:

Triage and assessment of newly-identified items (requests made after the contract start date)

All newly-identified maintenance and support requests will go through a formal Business Analysis process prior to either classifying them as one of: Defect, Enhancement, or Support items; or closing them out, because they have already been (or are currently being) addressed. The process to address all newly-identified items is as follows:

1. SymbioSys receives a new request to the WeCare email group with a copy to the NHUIS Business Project Manager. All new requests should be identified as one of: (a) Potential issue; (b) Request for a query or other support; or (c) Idea for an enhancement.
2. The SymbioSys Client Services Lead acknowledges the request and creates an Analysis (UA) Harvest item with a precise description of the request. The Client Services Lead then carries out preliminary analysis of the request.
   - If the request pertains to a straightforward query or support request, the Client Services Lead would create a Support (US) Harvest item and assign it to a SymbioSys team member.
     If a similar query/support request was carried out previously, a reference to that item is made in the new US Harvest item.

     The UA item is then closed after appropriate notes are recorded.
   - If the request pertains to a suggested enhancement, the Client Services Lead would create a descriptive and precise Enhancement (UE) Harvest item, and leave it in the open unassigned stage.
     If a related closed Harvest item(s) (whether enhancement, defect or support) exists, a reference to that item(s) is made in the new UE Harvest item.

     If a related open Harvest item(s) (whether enhancement, defect or support) exists, the items would either be merged into a single UE item, or a reference to that item(s) is made in the new UE Harvest item, as deemed appropriate.

     The UA item is then closed after appropriate notes are recorded.
   - If the request pertains to a potential defect, the Client Services Lead will work with the Business Analyst to complete the required analysis to determine whether this is: truly a defect, a support item, a potential enhancement, or an item that can be closed because it is not an issue. Development team members may also be requested to aid in analysis and troubleshooting, if necessary. Once analysis is complete, the findings and recommendations would be logged in the UA Harvest item. The UA item will then be assigned to the NHUIS Business Project Manager for review.
3. The Client Services Lead (and Business Analyst) meet with the NHUIS Business Project Manager on a daily basis to review all UA items that are assigned to him/her. The intent of this daily meeting is to:
   - Review the recommendations of the Business Analyst and create an appropriate (UD, UE or US) Harvest item, if needed.
   - Categorize and prioritize the Harvest items so created.
   - Assign the highest priority items to a developer, and associate a target (development) completion date to the item, based on the Business Analyst's assessment. When assigning an item to a developer, the group will also identify:
     - Any related back burner items that could be addressed along with this item.

- The SymbioSys tester and the NHES UAT tester for the item
- Tentative timeframes for completion of development and full-fledged (pre-UAT) testing.
- Expected UAT release dates - so that the NHUIS Business Project Manager can then work with the UAT tester(s) to proactively determine the test pre-requisites, test environment, and test schedule for UAT of this item.

- Associate the items that are not of the highest priority with the appropriate functional area, record appropriate notation on the item in Harvest, and placed it on the back burner.
- Close out the UA item with appropriate notations.

Review of Back Burner items (whether outstanding or newly-identified)
On a weekly basis, the Client Services Lead will meet with the NHUIS Business Project Manager to review all back burner items, to identify those that can move (along with any related items in that functional area) to the list of highest priority items.

Completion of assigned work items
All items that are assigned to a developer will follow the current Harvest process to move it through the software development life cycle of: development, unit testing, review, systems testing, UAT, release planning and rollout. The primary differences between the proposed approach, and the approach that is currently followed, are:

a. The recommendation that all resources (developers, testers, test environment, test needs, etc.) and timeframes are proactively identified at the time of assignment. Additionally, all new assignments will be made based on the current workload and availability of all resources (whether personnel or otherwise).

   The assignment of certain tasks may, at times, need realignment of priorities, timeframes and assignments of previously assigned by incomplete tasks. These should be Exceptions, not Norms.

b. The shift in responsibility of full-fledged pre-UAT testing from the NHES team to the SymbioSys team.

7. Plan for meeting the 24x7 support needs

In addition to working on the Maintenance & Support items identified in points 5 and 6 above, the proposed team will be available to meet the 24x7 support needs in the same manner as it is currently doing. The entire Maintenance & Support team is in readiness to attend to, on a priority basis, any urgent issues that are reported during normal business hours in any aspect or components of NHUIS.

After-hours 24x7 support will be provided to ensure that production batch runs are fully supported. For this, the designated Batch Support person(s) for a given week will be announced at the beginning of the week. This person(s) will respond immediately to calls received from the NHES DoIT Batch Operator. SymbioSys will troubleshoot the reported issue, and will reach out to other SymbioSys and/or NHES DoIT staff, if needed. Once the problem is isolated, the NHES DoIT Batch Operator will be requested to continue the batch, either as is, or after skipping the batch job that encountered the issue. Further follow-up actions, if any, that are needed on the part of NHES, DoIT and/or SymbioSys, are addressed at the start

of the next business day.

The designated Batch Support person for any given day will also be responsible for supporting the test batch runs on that day.

Additionally, SymbioSys will have other staff in readiness to attend to any urgent issues that may be reported after office-hours, in any non-batch components of NHUIS.

8. Change Order process

The proposed team will be available during normal business hours to: (a) work on the Maintenance & Support items as per the assigned priority and schedule as discussed in points 5 and 6 above; and (b) address any after-hour needs as identified in point 7 above.

SymbioSys may initiate Change Orders if NHES requires any previously unplanned, high-priority, hard-deadline items to be completed in a short timeframe. When such items are identified at any time during the contract period, the SymbioSys Project Manager will work with the NHES Project Manager, to determine whether the priorities of any of the items that are currently being worked on can be realistically shifted to reassign and divert resources towards completing the newly-identified high-priority item. If this is not possible, the SymbioSys Project Manager will initiate a written Change Order for including the additional time and/or resources to complete the newly-identified time bound project.

Please refer to Scope Control Management in section IV (f): Topic 6 for the Change order process that will be followed. This process will be in compliance with section H-25.7 on the RFP.

9. Issue escalation and resolution:

The SymbioSys Project Management methodology includes mechanisms for early identification of issues. Issues avoidance options are assessed as soon as the potential for an issue to arise is detected. Issues are internally resolved by the SymbioSys team, wherever possible. All such issue resolutions are documented for presentation and validation at the upcoming project status meeting. Issues that need the involvement of the client team members are brought to the attention of the designated person at the earliest possible instance along with options for potential resolution, where available. All issues and their resolutions are tracked for future reference.

The following Issue Escalation Matrix is proposed for expeditious resolution of any issues that may arise during the course of the engagement.

	SYMBIOSYS CONTACT	STATE CONTACT	RESOLUTION PERIOD
FIRST LEVEL	Client Services Lead	NHES Business Project Manager	3 days
SECOND LEVEL	Project Manager	NHES Project Manager	4 days
THIRD LEVEL	Contract Manager	Project Sponsor	5 days

10. Ensuring success:

SymbioSys has been very successful in stabilizing NHUIS; working with NHES and DoIT in keeping it contemporary and well-maintained; actively providing our insights and feedback for improvements in processes and solutions that increase the cost-effectiveness of Maintenance & Support; and being very cost conscious in ensuring that each task that we carry out delivers the highest possible value for the time and money expended by NHES.

SymbioSys will continue to provide the same exceptional level of service by leveraging the successes of the current contract, and incorporating any Lessons Learned. The additional measures that will be incorporated in the proposed approach are restated below:

a. Perform in-depth quarterly reviews to enable proactive assessments and corrections, if any, to processes, workflows, tools, workloads and priorities.
b. Incorporate pro-active planning into the process for prioritization and clearance management of maintenance items.

SymbioSys believes that NHES, DoIT and SymbioSys have been able achieve great success with the current Maintenance & Support project. The following core values have played a pivotal role in ensuring the success of the effort:

- Measure success by the degree of long-term value delivered to our customers.
- Bring our experience to bear to effectively listen, ask questions, and inspire new ideas.
- Plan very thoroughly, and use the plan as the tool for project management and timely risk identification and mitigation; while being proactive and nimble in refining the plan, if necessary, to continue marching towards the project's goals.
- Assume ownership of responsibilities and tasks at every level of the project team. Every team member takes pride in their individual and collective work and is fully dedicated to the project's success.
- Focus on quality at every stage – from conceptualizing the solution, to implementing and supporting it.
- Endeavor for excellence through continuous improvement based on Lessons Learned.

SymbioSys' focus during the current Maintenance & Support engagement has been to support NHES in the best possible way to facilitate them in serving their clients well. We have built a truly symbiotic relationship with NHES and work with key stakeholders and users in various units within the agency to facilitate them in being the gold standard in the services they provide.

11. Knowledge Transfer (at end, if needed)

At the end of the contract term, should the need arise, SymbioSys will work with NHES on an agreed-upon approach and schedule to transfer knowledge to the parties identified by the agency.

1 WARRANTY

Warranty periods as described in Section 1.2 below are not applicable to the firm fixed price maintenance and support contract work. However, it is required that SymbioSys will stand behind maintenance and support required by this Contract and correct any identified deficiencies in a timely fashion. All work requests, whether defect, support item or enhancement, will be tracked via the Harvest software change management tool.

SymbioSys shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

1.1 Warranty Services

Warranty Services shall include, without limitation, the following:

a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
c. SymbioSys shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
d. On-site additional Services within four (4) business hours of a request;
e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
f. For all Warranty Services calls, SymbioSys shall ensure the following information will be collected and maintained:
    1) nature of the Deficiency;
    2) current status of the Deficiency;
    3) action plans, dates, and times;
    4) expected and actual completion time;
    5) Deficiency resolution information;
    6) Resolved by;
    7) Identifying number i.e. work order number;
    8) Issue identified by;
g. SymbioSys must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
    1) mean time between reported Deficiencies with the Software;

2) diagnosis of the root cause of the problem; and
3) identification of repeat calls or repeat Software problems; and

h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by SymbioSys no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, SymbioSys fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare SymbioSys in default, terminate the Contract, in whole or in part, without penalty or liability to the State and 2) to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

1.2 Warranty Period

Should a contract amendment result in a large-scale enhancement request or implementation project involving new functionality requiring a new module or modules, the State's expectations are outlined below. The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease. SymbioSys will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

1.3 Warranties

1.3.1 System

SymbioSys shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract.

1.3.2 Software

SymbioSys shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

1.3.3 Non-Infringement

SymbioSys shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this Contract, and that such Services, equipment, and Software ("Material") do not violate or infringe any

patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.3.4 Viruses; Destructive Programming

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

1.3.5 Compatibility

SymbioSys shall warrant that all System components, including any replacement or upgraded System Software components provided by SymbioSys to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.3.6 Professional Services

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 3
EXHIBIT H

SymbioSys shall provide the following Training Services.

1 TRAINING SERVICES

SymbioSys shall provide support and assistance to the NHUIS Business Team and designated individuals representing the department who will ultimately be responsible for providing end-user training for any enhancements or changes to NHUIS.

Support and assistance may include:

- Overview of new or improved functionality
- Review of the workflow (or changes to the workflow)
- Physical demonstration of the new or improved functionality
- Discussion and Q/A session

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 3
EXHIBIT I

The requirements of New Hampshire Department of Employment Security RFP NHES 2018-01, with all addenda, are hereby incorporated by reference into this contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 3
EXHIBIT J

SymbioSys Solutions, Inc.'s Proposal dated September 19, 2017, submitted in response to RFP NHES 2018-01, is hereby incorporated by reference.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
NHUIS MAINTENANCE, SUPPORT AND MODIFICATIONS
CONTRACT 2018-01
CONTRACT AGREEMENT PART 3
EXHIBIT K

Attached are:

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

CERTIFICATE OF VOTE
(Corporation Without Seal)

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

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

2. The following are true copies of two resolutions duly adopted by the Board of Directors of the Corporation duly held on January 19th, 2018:
(Date)

RESOLVED: That this Corporation enter into the contract with the State of New Hampshire, acting through its Department of Employment Security, for the provision of Consulting Services as specified in RFP NHES 2018-01 (NH Unemployment Insurance System Maintenance and Support).

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24th day of January, 2018.

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

(Signature of the Officer of the Corporation)

1/24/2018

VUDO J. NGUYEN, Justice of the Peace
State of New Hampshire
My Commission Expires August 5, 2020