CJG

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

52

May 31, 2024

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 new **Sole Source** Contract with SymbioSys Solutions, Inc. (SymbioSys), (VC#170929) of Concord, NH, for a total contract price of $38,218,012.00. The Contract is for Maintenance, Support and Changes to the New Hampshire Unemployment Insurance System (NHUIS). The Contract will be effective upon Governor and Council approval or July 1, 2024, whichever is later, through June 30, 2029. This Contract is paid with 100% Federal funds.

Funds are available in the following accounts for Fiscal Year 2025, and are anticipated to be available in Fiscal Years 2026 through 2029, contingent upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

02-27-27-270010 DEPT OF EMPLOYMENT SECURITY		SFY				
		2025	2026	2027	2028	2029
8040-038-509038	Technology, Software	7,356,774	1,622,598			
8041-038-509038	Technology, Software	3,736,000	4,049,600	4,238,800	4,366,400	4,494,000
2808-038-509038	Technology, Software		4,050,040	1,482,400	1,995,960	825,440

EXPLANATION

New Hampshire is unique in that it has maintained a relationship with a single vendor since 2011 for the support, maintenance, and enhancement of its Unemployment Compensation online system. It is with this vendor, SymbioSys Solutions, Inc. (SymbioSys), based out of Nashua, that New Hampshire Employment Security is seeking approval from the Governor and Executive Council for a SOLE SOURCE contract for a new five (5) year term. The New Hampshire unemployment system is the only such system in the country that SymbioSys is responsible to maintain. It was as a direct result of this long term and exclusive relationship New Hampshire was able to successfully manage the historic unemployment claim volume experienced during the pandemic when New Hampshire paid more people and more dollars in two years than it had in the previous decade. While other States were searching for new vendors and new systems to be able to launch the federal pandemic unemployment programs, New Hampshire was able to get right to work with the vendor with which it had an established relationship.

NHES now seeks to continue this relationship with SymbioSys for an additional five (5) years. Not only is NHES seeking approval to have SymbioSys continue to manage Support and Maintenance for the Unemployment Insurance System (NHUIS) and Unemployment Accounting Tax System (NH ACTS), but NHES is also seeking to have SymbioSys engage in five (5) years' worth of system modernizations and enhancements made possible by recent federal grants, as well as a competitive federal grant New Hampshire was able to recently secure along with seventeen other states. Through all of these grants, particularly this highly competitive federal grant which New Hampshire should be very proud it was able to secure, we are now seeking to accomplish a series of enhancements and integrations with cutting edge technologies to leverage the prior investments made in the unemployment benefit system and secure this system for the next decade.

In addition to the regular but integral support and maintenance functions to be performed by SymbioSys during these next five (5) years if this contract is approved, NHES is also seeking to have SymbioSys continue to be the chief architect for system enhancements and improvements. These improvements will include the inclusion of much more robust data analytics capabilities within the benefit system. There is much for which the Department is required to report to USDOL in regard to the claim filing population and claim filing activities, but we also need better analytical capabilities to be able to timely pivot and shift how we deliver services. SymbioSys will engage with the Department on this work to better leverage data to improve the functionality of our workers in the services they deliver to the citizens and businesses of New Hampshire.

An additional set of enhancements sought to be achieved during this next contract period is to improve the staff and customer experience when it comes to federally funded programs designed to accelerate the return to work of individuals filing for unemployment benefits. Improvements sought in this area include enhanced capabilities around customer self-scheduling of workshops and individual sessions as well as enhanced dashboards for staff working with these customers. This will also include greater integration and coordination with the benefit system.

Enhancements are also planned for fraud investigatory resources for Department staff. Despite amplified deterrence initiatives launched over the past decade and a strong partnership with the Department of Justice's Criminal Bureau, fraud prevention continues to be a critical area for the Department. In this regard, enhancing the manner in which information is presented to investigators and the way in which they are able to then use that information when writing decisions, participating in appeal hearings, and collaborating with fraud prosecutors, will also be improved. In addition to enhancing the benefit system to improve the staff experience for those conducting investigations, enhancements will also be made to the tools available to staff in the collection of benefits paid in error for which the customer was determined to be at fault and obligated to repay. The Department strongly believes the best overpayment is the one that does not occur, but overpayments are a reality in any benefit program. During the proposed contract period the Department plans to enhance the system functionality and staff user tools to bring additional efficiency to the collection process through better staff dashboards, better case assignment processes as well as better prioritization of available collection activities.

The Department is also seeking to embark on a series of enhancements to improve the customer experience. This series of improvements will include the replacement of the customer gateway into the benefit system and job search system. The current gateway developed prior to the pandemic, although spot-on in terms of its overall purpose to provide a single point of entry for customers to access the benefit system as well as the job search system, did not include SymbioSys except in a supportive role, and relied upon a problematic technology stack that proved to be clunky during the pandemic and unable to handle the increased claim volume. The Department was able to work around this issue to timely deliver pandemic benefits but that was more despite this gateway, not because of it. We are now looking to replace the gateway under the leadership and direction of SymbioSys so that we can deliver the convenience to the customer as originally envisioned, but in a way that utilizes better and more compatible technology.

Additional customer experience improvements include the creation of better status tracker tools and options to link to relevant information as well as implementing a plain language overhaul for every piece of customer communication in the system. The enhanced status trackers will be designed for both customers as well as staff and will leverage the latest technology. While SymbioSys will likely have a supportive role and not a design role in these efforts to integrate this new technology into the benefit system, integrating properly will be key.

Enhancements will also be made to the manner in which the benefit system engages with employers when providing and seeking information relevant to a benefit claim. Enhancements will be made to the connectivity with existing portals that allow for employers to view and engage with the Department electronically when reviewing and responding to notices relevant to unemployment eligibility and the payment of benefits that will impact an employer's tax rate. This will also include more seamless integration of information received from employers for use by claim adjudicators so that better and more timely decisions can be issued thus improving the quality of decisions and lowering improper payments.

As mentioned, New Hampshire was selected as one (1) of eighteen (18) states to be awarded $11.25 million from the United States Department of Labor (USDOL) to be used towards continuing to modernize the state's unemployment system. This modernization project is in addition to the system improvements discussed above. The decision by USDOL to select New Hampshire for this competitive grant is recognition of the strong performance of New Hampshire during the pandemic despite historic demand and also the potential for New Hampshire to continue to modernize, enhance and bring in cutting edge technology thereby leveraging prior investments to continue to deliver for the workers and employers of New Hampshire.

First, the modernization grant will allow New Hampshire to enhance the customer and staff user experiences by the creation of dashboards personalized to the role of the user containing the most relevant and most current information together with simplified navigation. This will enhance productivity of staff; will reduce training time for new staff; and will flatten the learning curve for customers newly experiencing the system. This enhancement to user dashboards will also include the switch to near real time batch processing of customer information thus allowing staff to view near

real time information without having to wait until the next batch processing cycle. These enhancements will provide tremendous value to both the staff user as well as the customer.

The Department will also be overhauling the reports module of the system to leverage Data Analytics and Business Intelligence functionality under development. While the implementation of Data Analytics and Business Intelligence is the product of other federal grant funding outside of this request, the integration of this functionality with system reports personalized based upon staff user role will be enabled through this funding stream. While current reporting functionality in the system is robust, it is also static, requiring agency users to constantly have to create and rely upon new system queries to pull data to satisfy ongoing and changing needs. This was certainly on display during the pandemic, and if not for the dedication of agency staff working hand in glove with SymbioSys, it would have been impossible for New Hampshire to issue payments so efficiently while also being a national leader in preventing improper payments to bad actors using stolen identities as they tried to access pandemic unemployment funds. Through this phase of the project, the reporting functionality will be more dynamic and relevant to the changing needs of the user.

A further component of this project is the creation of new dashboards and case management functionality for the multiple levels of administrative appeals available to customers. Due to the multiple levels of administrative appeal provided to workers filing claims for benefits as well as employers that fund the benefit system, the system lacks a uniform process to manage these separate but related tasks. This request will allow for the creation of a unified case management system across all levels of administrative appeal, together with dashboards personalized for the staff user role, thereby improving productivity of staff, strengthening the quality of the decisions issued and improving the experience for workers and employers. This will also include improved filing procedures for public users; integration of claim filing processes with staff dashboards and near real time batch processing of newly entered appeal information, thus strengthening the customer experience.

Additionally, another component of this project based directly upon lessons learned during the pandemic, will be the bundling of decisions affecting a single user as well as incorporation of historical information affecting someone's claim for benefits within the body of the most current decision. A point of frustration for both customers and agency staff during the pandemic was the inability of the original system architecture to allow for decision bundling. This resulted in customers with multiple issues affecting a claim for benefits to receive multiple decisions. While the Department did its best to consolidate these decisions for appeal purposes, this continues to be manually implemented and needs to be modernized. This project together with other enhancements described in this request involving the integration of plain language and real time multi-directional translation into the benefit system, will provide for a more informed customer.

In addition, this project will also include system enhancements to the employer experience when involved with multiple former employees filing for benefits as well as when employers are engaged with the layoff aversion program known as WorkShare. While these processes currently function satisfactorily, it is because of the manual work arounds implemented by staff and their ability to deliver strong customer service despite a lack of cooperation from the benefit payment system. This

functionality has long been overlooked due to other higher priority competing demands. These programs connect with every component of the system and are thus incredibly complex to tackle. The size of this grant award allows for enhancements across the entire system, thus creating the perfect opportunity to tackle this long overdue project.

This project will also include system improvements for staff working in the Local Offices charged with assisting customers with filing for unemployment benefits and connecting with new employment opportunities. Staff have long managed these services through separate case management programs that while critical for certain federal reporting, also need to be integrated with the unemployment benefits system to allow for more coordinated and robust services. This will include more dynamic scheduling to meet the changing needs of staff; more dynamic work search expectations that meet the current economic conditions; the ability for the system to pivot between virtual and in person sessions; and to allow for the ability of customers to self-schedule required sessions. This will all be able to be managed and tracked by staff through this enhancement within the benefit system and will also allow for the creation of employment services dashboards that are personalized to staff user roles.

These enhancements will also include the launching of visualization tools to assist staff in the detection and prevention of unemployment fraud. The Department was successful during the pandemic in detecting instances of identity theft in order to prevent payments. This success was due to both manual tools as well as system queries. Since the pandemic, the department has successfully refined system-based spidering technology that detects fraud attributes; assigns scoring to indicate levels of severity and alerts staff for investigation. This spidering technology lacks visualization to assist staff to better understand detected fraud markers and fraud patterns. This project will enable the integration of data visualization with the fraud detection system to assist staff in staying ahead of bad actors.

To say NHES is excited by the opportunities described above to be accomplished during the next contract term with SymbioSys if this request is approved, would be a huge understatement. The type of opportunity created by New Hampshire being selected for the competitive modernization grant only arises every few decades. Through a dedicated team, New Hampshire is poised to get the most from these federal dollars through continued modernization of its existing system to address the needs of customers and staff and ultimately create an unemployment system that will continue to be a reliable resource for New Hampshire workers. Through smart and strategic planning, NHES is confident this project will firmly position New Hampshire as a leader in this space.

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 2024-140).

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

May 30, 2024

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 S. Fruit Street
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., as described below and referenced as DoIT No. 2024-140.

> The purpose of this request is to provide continued system maintenance, support, and enhancements for the current New Hampshire Unemployment Insurance System (NHUIS) as well as support and maintenance for the New Hampshire ACTS tax system with minimal disruption to the business operations of NHES.
>
> The Total Price Limitation shall be $38,218,012.00, effective upon Governor and Council approval for the period of July 1, 2024 through June 30, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-140

cc: Bill Laycock, IT Manager

STATE OF NEW HAMPSHIRE

CONTRACT BETWEEN NEW HAMPSHIRE EMPLOYMENT SECURITY AND SYMBIOSYS SOLUTIONS, INC.

FOR SYSTEM MAINTENANCE, SUPPORT AND MODIFICATIONS TO THE NEW HAMPSHIRE UNEMPLOYMENT INSURANCE SYSTEM AND THE NEW HAMPSHIRE ACCOUNTING CONTRIBUTIONS TAX SYSTEM

NHES 2024-05

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STATE OF NEW HAMPSHIRE

NHES 2024-05 Maintenance, Support, and Modifications for NH Unemployment Insurance System ("NHUIS") and NH Accounting Contributions Tax System ("NHACTS")

FORM NUMBER P-37 (version 2/23/2023)

Notice: 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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire 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 603-856-7771	1.6 Account Unit and Class 8040-038-509038; 8041-038-509038; TBDx-038-509038	1.7 Completion Date June 30, 2029	1.8 Price Limitation $38,218,012.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature Date: 5/30/2024		1.11 Name and Title of Contractor Signatory Arvind Ranade Chief Operating Officer	
1.13 State Agency Signature Date: 5/30/24		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Duncan A. Edgar		On: May 30, 2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date 5/30/2024

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the

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Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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

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Date 5/30/2024

termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, 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.
10.2 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.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

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14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

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EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.4 The effective date of the contract will be the date of Governor & Council approval or July 1, 2024, whichever is later.

A.2 Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

9.2 In the event of the termination pursuant to subparagraph 9.1, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) 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 Contractor and in which the State has an interest;
d. Take no action to intentionally erase any State data until directed by the State;
e. 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;
f. Implement an orderly return of State data in possession of the Contractor in a CSV or another mutually agreeable format at a time agreed to by the parties;

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g. Securely destroy / dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and

h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.

9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all reasonable transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.5 This covenant in paragraph 9 shall survive the termination of this Contract.

A.3 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all Confidential Information.

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

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. 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

d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor 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.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.5 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- **a.** continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- **b.** immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.5 The following Provisions are added and made part of the P-37:

27. FORCE MAJEURE

27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without

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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.

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

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement, the following Order of Precedence shall govern:

1. The State of New Hampshire, New Hampshire Employment Security Contract Agreement NHES 2024-05 P-37, as amended by Exhibit A.
2. State of New Hampshire, New Hampshire Employment Security Contract Exhibits, in order of precedence:
3. Exhibits B and C;
4. Exhibit D-1;
5. Exhibit E;
6. Exhibit F;
7. Exhibit G;
8. Additional Contractor Provided Documents (Exhibit H).

31. TERMINATION

Section 9.1 of Form P-37, General Provisions, is amended as follows:
Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

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32. **CONFIDENTIALITY AND CRIMINAL RECORD**
Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

33. **NH CERTIFICATE OF GOOD STANDING**
Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

34. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS**
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.

35. **DAVIS-BACON ACT (if applicable)**
Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of $2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignation, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

36. **AMERICANS WITH DISABILITIES ACT**
The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

37. **DAMAGE (if applicable)**
Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

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38. PAYMENT BOND/MILLER ACT (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless the officer awarding the contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts $30,000 or greater. A Performance Bond is required for contracts totaling $100,000 or greater.

39. NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status; and will take appropriate steps to prevent such discrimination.

40. VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

For contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

42. 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

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Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

43. 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).

44. 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.

45. NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES 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.

46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) 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 telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

47. STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

STATEMENT OF WORK – Provide Total System Maintenance and Support

B.1 Provide Total System Maintenance and Support for NHUIS and NHACTS.
Under this Agreement, SymbioSys will be responsible for Maintaining and Supporting the New Hampshire Unemployment Insurance System ("NHUIS") and New Hampshire Accounting Tax System ("NHACTS"). Maintenace 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 p.m. 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 bi-weekly 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.

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- 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 claimant's 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.

NHACTS maintenance and support shall include, but not be limited to, the following activities:

- Monitor and maintain daily operations of NHACTS. Review daily batch process and error logs for proper system operation. Make changes to batch process schedules as needed.
- Troubleshoot software code and data issues. Interview NHES Tax Users to discuss program enhancements, problems, and errors. Define requirements and design solutions to address those issues. Correct erroneous PowerBuilder and PL/SQL code and data.
- Work with the NHES Business Team and management to implement any new mandated enhancements and policy changes.
- Coordinate with and support end-users in performance of user acceptance and other tests.
- Define operational procedures, coordinate with DBA's and Linux Administrators, as needed, for ongoing and upgrade activities.
- Maintain documentation of support activities, and maintenance changes and enhancements.

B.2 SymbioSys and its staff are required to be located near-site of the Employment Security headquarter facility at 45 South Fruit Street, Concord, NH 03301. Any exception to this requirement must be approved by NHES prior to commencement of work. 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, Hardware/Software Status Meetings, Weekly Project Manager Meetings, sessions to discuss requested or recommended changes to NHUIS, and batch issue support as needed.

B.3 SymbioSys shall support any NHES system architecture updates and/or changes.

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

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

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SymbioSys shall maintain a record of the activities related to repair or maintenance activities performed for NHES.

B.4 **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. SymbioSys rates outlined in Exhibit C will be used to develop an estimate of cost for any such increase in scope beyond what is described in this Agreement. Such additional development and implementation work will be addressed through contract amendments.

B.5 SymbioSys shall support NHUIS interfaces described in the following table:

AGENCY NAME	SYSTEM/SUB-SYSTEM NAME	FUNCTION	SCHEDULE
NHES	EMTEX Printing System	Send check print file and correspondence file to EMTEX for address checks and postal ordering	Daily
NHES	Imaging System	Link in NHUIS to the Imaging system	Ad hoc
Citizens Bank	Receives electronic checks that cleared and EFT error file from the Bank	Flat file is picked up by this Agency for processing	Daily
Citizens Bank	Sends electronic check file and EFT issued to the Bank	Flat file is sent to Citizens Web Site daily	Daily
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.	Quarterly

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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 needs to be built to federal specifications.	Weekly, Monthly, Quarterly
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.	Monthly, Quarterly
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.	Weekly
NHES/JMS	Employment services data and profiling status	Flat file of benefit information sent to Job Match System ("JMS").	Daily
NHES/JMS	Initial/Additional Application data	Sent Initial/Additional Application data to setup, Resume, work history, etc.	Ad hoc
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.	Daily
NHES/ NHACTS	Employer file of charges – in a flat	Flat file transferred to NHACTS to	Monthly

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	file from NHUIS to NHACTS	update employer information.	
NHES/ NHACTS	Wages data for use within NHUIS	Database connection with NHACTS.	Daily
NHES/ NHACTS	State directory used for cross-match	Database connection with NHACTS.	Daily
Conduent (ICON)	State Information Data Inquiry ("SIDI") is a web service transaction	Access out-of-state claim information online.	Ad hoc
Conduent (ICON)	Distributive Database Index ("DDBI")	Facilitates exchange of wage information between the States and the Federal governments.	Quarterly
Conduent (ICON)	Interstate Benefit Inquiry ("IBIQ") is a web service transaction	Access wage information online.	Ad hoc
Conduent (ICON)	Interstate Connection ("ICON") system uses NHUIS wage and claimant data to respond to information requests from other states. Updates NHUIS files with responses from other states. CICS transaction include IB1, IB4, IB5, IB13, FCCC	Files created daily and exchanged nightly with Conduent.	Daily
Conduent (ICON)	ICON system uses NHIS SCO claimant data to respond to requests from other states.	Files created daily and exchanged nightly with Conduent.	Daily

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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.	Quarterly
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.	Weekly
Conduent (ICON)	Interstate cross-match – SSN cross-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.	Quarterly
Conduent (ICON)	Health Care Tax Credit ("HCTC")	File sent to Conduent to report persons eligible for tax credit during unemployment.	Daily
Conduent (ICON)	MSDEB (Quarterly UCX billing file sent to WASP)	File uploaded by WASP to ACS website.	Quarterly
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.	Annually
NHES – TAA	NHUIS Extract for Participant Individual Record Layout (PIRL) federal requirement	Flat file to TAA Unit.	Quarterly
DHHS – New Heights	FISCAL billing report	FTP file from and to DHHS.	Daily, Weekly,

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			Monthly, Quarterly
DHHS – Child Support	Weekly cross-match UI and Wages	FTP file to DHHS.	Weekly
DHHS – New Hire	New Hire data from employer reports is extracted and sent to DSSH for Child Support Enforcement	FTP file to DHHS.	Daily, Weekly, Monthly, Quarterly
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.	Weekly, Monthly
NHES – SIDES	Separation information to employers	Web service to and from SIDES.	Daily
NHES – Prison	NHES cross-match from Prison	FTP file from Prison.	Daily
National Directory of New Hires	Will receive national new hire information to process for possible UI benefit overpayments	FTP file from DHHS.	Weekly
NHES IP Block	External Vendor file containing all IP addresses from which access to NHUIS should be allowed	Block requests that are initiated from IP addresses that are not included in the latest 'Allowed IP Addresses' file from the external vendor.	Daily
IDH	NASWA's Integrity Data Hub (IDH)	Exchange information to cross-match incoming claims with known or	Ad hoc

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		potentially fraudulent claims/claims data.	
EDMS	EDMS to store scanned images	Facilitate viewing of pertinent images from NHUIS Staff View.	Ad hoc
JMS – SSO	Job Match System (JMS)	Authenticate JMS users via SSO capability of WorkForce Connect (WFC) module.	Ad hoc

B.6 Planned Development Work. Development work funded though Supplemental Budget Requests is both being carried forward into this Agreement and also being expanded through additional grant funding and initiatives.

Work plans will be developed on a case-by-case basis. Projects include:

6.1 Improve Data Management and Analytic Capabilities

Develop system functionality for performing in-depth data analysis of data collected across different benefit programs during the pandemic. Design data analysis functionality to aid in improving program performance in the areas of fraud prevention, early fraud detection and reduction of improper payments while upholding payment timeliness goals and equity in the services provided to constituents. Create coding capable of facilitating identification of bottlenecks caused by adjudications and examination of more optimal adjudication workflow approaches that result in higher quality and timeliness of determinations.

6.2 Data Analytics

Create additional data analytic functionality to allow performance of in-depth analysis of program data to support improved program performance in areas such as fraud prevention, early fraud detection and reduction of improper payments, focusing on the area of self-employment fraud. The work will be designed to allow NHES to identify inter-relationships in fraud patterns for self-employment claims and those for regular unemployment benefits, and to assist in in deterring self-employment and benefit year earnings fraud.

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6.3 Modernize Reemployment Services and Eligibility Assessments ("RESEA")

Implement business requirements needed to modernize and enhance the RESEA component of NHUIS and aid in increased RESEA program performance by:

a. Streamlining the process by which RESEA participants are invited to attend the RESEA Orientation and their subsequent appointments;
b. Creating an intuitive, contemporary and user-friendly front-end for RESEA staff to view their calendar of appointments, accurately capture attendance, and identify individuals that failed to report;
c. Incorporating system rules to disallow repeated and/or last-minute rescheduling by participants;
d. Auto-scheduling claimants who have not chosen to self-schedule;
e. Enhancing the "waive" process to improve the accuracy of reporting this metric on the ETA 9128 federal report; and
f. Creating reports to provide management with performance metrics and supervisors with information to identify and decrease failure to report rates.

Expand upon the current RESEA technology enhancements project to create an RESEA system/application that more seamlessly integrates with NHUIS and incorporates such features as dashboards for NHES managers and staff, workflow functions, auto-creation of issues, targeted communication with claimants, enhancement of self-scheduling business rules, a configurable smart selection process, improved integration of RESEA with the weekly claim filing process and a Single Sign On.

6.4 Enhance Efficiencies and Effectiveness of Fraud Investigation Process

Build efficiency features into the Benefit Payment System to provide fraud investigators with easy access to all pertinent screens of the Benefit Payment System, organized by topic area, and allowing users to:

a. Select applicable pages and/or benefit years and/or benefit weeks and/or benefit payments for all programs;
b. Notate information relating to a given page;
c. Bookmark a page; and
d. Allow for selected pages and notations to be compiled and saved as PDF documents for use by BPC staff in investigations and as supporting case documentation for appeals hearings and for prosecution cases.

6.5 Enhance CollectiCase

Develop enhancements to CollectiCase (Overpayments Recovery Case Management System) to improve current overpayment recovery functions and support strategies that increase both process efficiencies and program effectiveness, including for PUA, FPUC, and PEUC program overpayments. Enhancements will include the implementation of:

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a. Improved and configurable case assignment rules/features;
b. An improved dashboard so that staff can more efficiently and intelligently organize and prioritize tasks;
c. Improvement to system-based tracking of bankruptcy status within the case management system in order to allow continued compliance with bankruptcy rules for individuals with debts owed to NHES;
d. Business rule changes relating to Collections remedies such as wage garnishment and liens;
e. A Document Upload feature to allow for the payment plan process to be fully incorporated within CollectiCase;
f. Features for better visibility into the establishment and release of credit balances when repayments and offsets are reversed due to waivers and/or redeterminations;
g. New user interface pages for authorized Collections staff to modify the configurations that;
    1. Drive task automation; and
    2. Define the parameters/thresholds related to different collections remedies.

6.6 Implement Data Analytics for Overpayment Recoveries

Implement data analytics related to Overpayment Recoveries that will complement enhancements to CollectiCase by facilitating an ongoing review of the agency's different collections remedies to identify areas for refinement and improvement. Data Analytics will include functionality supporting review of the Collections Unit's performance of collections activities and aid in sustaining and/or streamlining performance in specific areas, as/when needed.

6.7 Rewrite WorkForce Connect

Re-write Work Force Connect to create a gateway application for claimants to register and access NHUIS and JMS that presents lower risks in terms of scalability, capability and maintenance, streamlining the implementation to NHES's specific needs and to:

a. perform optimally during peak loads;
b. integrate seamlessly with NHUIS; and
c. be more easily maintainable so that NHES can quickly incorporate enhancements and newer authentication techniques as needed in the future due to unforeseen security threats.

6.8 Status Tracker for Claimants and Staff

Develop and implement a Status Tracker function for Claimants and Staff. The Claimant Status Tracker will incorporate powerful new tracking and informational features into the claimant portal, including on the claimant's NHUIS dashboard a comprehensive Status Tracker graphic and information pertinent to the status of the current benefit year and what to expect next. The statement and the graphic will be:

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a. finetuned and configured to address each of the 50 or more anticipated stages/situations within a benefit year;
b. designed to include an appropriate embedded link, when applicable, so that the user can easily perform any necessary next actions and/or have easy access to details pertaining to the current stage (such details of weeks filed, benefits paid, eligible monetaries and available balances, current determinations, etc.); and
c. The information presented to a claimant will also be available to staff via the Staff portal.

The Staff portal will be enhanced to provide a birds-eye view of the actions that took place on a claim during a selected timeframe, leading to significant efficiency gains; and introduce uniformity and best practices as staff research the status of claims, especially with respect to payment and overpayment activities.

6.9 Implement Plain Language Notices and Related Interfaces

The Benefit Payment System contains approximately 130 different types of notices which can be generated to claimants, 90 user interface screens, including initial and continued claim applications, and over 2,500 turning points which are used when communicating non-monetary decisions.

Following work performed in consultation with agency stakeholders and vendors, this project will involve implementing notices rewritten in plain language, related format changes and necessary interfaces to incorporate external tools and services that aid in language translation. The resulting new notices will be created in such a manner that the content within sections of the notices is configurable to the extent possible, allowing for continuous improvement based on monitoring and feedback. Additionally, a user interface will be created for authorized staff to modify specific content and/or turn existing content off/on, as needed.

6.10 Support Robotic Process Automation ("RPA") Project Activities

Support integration of a third-party RPA model (TBD) into the benefit payment system by providing consultation as follows:

1. Project Manager: 20 hours
2. Lead Batch: 10 hours
3. Lead Online: 10 hours

6.11 Adjudicator Dashboard and Case Management Develop improved case management capabilities for adjudication. This project will implement adaptable work assignments and workflows that drive effectiveness while maintaining efficiencies, ensuring uniformity and following best practices.

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The case management capabilities will include a dashboard as the "Home" page for Adjudicators and their Supervisors. The Adjudication Dashboard will:

a. display the user's work items along with a set of metrics that will help users in prioritizing work items and driving workflows leading to increased overall performance and effectiveness;
b. be complemented with a similar Supervisor Dashboard that allows Supervisors to review work distribution within their units, easily reassign large set of items and proactively drive performance improvements;
c. be implemented using contemporary technology frameworks as a separate application that seamlessly integrates with the current Staff portal, including Single Sign-On capability for users of the Staff portal. To accomplish this, the login module of the current Staff portal will also be enhanced to incorporate a common login capability that would allow authorized staff users to seamlessly traverse between the two applications (the Dashboard application and the current Staff Portal).

The Dashboard application will be designed in a manner that it can be extended and refined to meet similar requirements for other Units (such as Appeals) within the agency.

6.12 Customize Work Search Requirements and Prevent Fraud

The new project will build upon a foundational project that automates the setting and resetting of work search requirements based on the various triggers that occur during the course of a claimant's benefit year and incorporates intelligent prompting to proactively encourage positive work search efforts, and better accountability and verifiability in the weekly work searches reported by claimants. The new work will add functionality to:

A. Allow for a claimant's work search requirements to be customized based on their interactions with RESEA and Local Office staff. Staff, while meeting with claimants, would be able to select among a number of activities and/or add a custom work search requirement that the claimant must perform for an upcoming week or set of weeks;
B. Further enhance consistent messaging through multiple methods (such as claimant dashboard, pop-ups during filing, etc.) to encourage non-fraudulent compliance; and
C. Implement advanced accountability and assistance features across benefit weeks filed by incorporating business rules to cross-reference work search information provided over a period of weekly claims.

6.13 Integrate with State Information Data Exchange System ("SIDES"): Monetary and Potential Charges

Integrate SIDES with monetary determination notices and charge liability notices. When a claim is determined (or redetermined) to be monetarily eligible, NHUIS notifies the claimant of the monetary eligibility via a notice that also includes a table

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of base period wages and charge liability for all base period employers. Each employer who is liable to be charged for any benefit payments made for this claim is notified of their potential charge liability via a copy of the notice sent to the claimant.

This project will focus on developing and implementing a solution to allow NHES to utilize the SIDES Monetary and Potential Charges Exchange as an additional channel for providing monetary and potential charge liability information to the Department's SIDES and E-response employers. The integration of this SIDES exchange will be implemented as a *Response Optional* exchange to allow employers and TPAs to respond with any corrections and request for relief of charges. NHUIS will be enhanced to also process the responses received in automated manner by creating a workflow for staff to review and address any request for relief of charges requests.

6.14 Integrate with SIDES: Determinations and Decisions

NHES's non-monetary determinations fall under one of the following five categories:

1. Initial Non-Fraud Determinations
2. Corrected Non-Fraud Determinations – without an appeal
3. Lower Authority Appeal Decisions
4. Higher Authority Appeal Decisions - currently generated outside NHUIS
5. Fraud Determinations

This project will focus on developing a solution to allow NHES to utilize the SIDES Determinations and Decisions Exchange as an additional channel for making *initial and corrected non-fraud* non-monetary determinations available to SIDES and E-response employers who are interested parties to such determination to allow employers and TPAs to respond with a request to appeal. NHUIS will be enhanced to process the responses so that requested appeals are automatically filed in the system and integrated with the workflow for staff to review and address. The design will allow for Lower Authority Appeal Decisions to be included in this SIDES exchange, if needed, in the future.

6.15 Redesign Claimant View User Interface for Responsiveness on Multiple Devices

This project will involve a rewrite of the user interface of the Claimant Portal to become mobile compliant and improve user experience. The Claimant Portal User Interface Rewrite project will redesign up to 60 user interface pages into logical components that consist of a mix of flexible grids and layouts, images, and an intelligent use of CSS media queries to enhance user experience and accessibility over multiple devices – including computers and smart devices.

Creating standard responsive breakpoints for the most extensively used screen sizes and browsers will create an intuitive, efficient, and aesthetically pleasing user

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experience with quick load times, while retaining the functionally rich backend that protects and maintains the integrity of the UI program. It will also address the accessibility needs of claimants with disabilities. This project will extend and complement planned efforts to create a claimant dashboard and simplify the language used on our claimant portal to create a rich user experience and equitable access to claimants across different demographic within the state.

6.16 Appeals Intake for RPA

Claimants and Employers currently use a fillable static PDF form to file appeals. This project will implement functionality for appeals intake on both the clamant portal and the employer portal. The Appeals Intake project will include features such as:

- Presenting claimants and employers with a list of determinations that can currently be appealed;
- Presenting the user with situation-specific dynamic set of questions to aid them in deciding whether or not to proceed with an appeal;
- Document upload;
- Prompts to appeal other appealable determinations with overlapping denial periods as the determination being appealed; and
- Associating correct determinations for appeal.

The appeals filed via these portals will trigger the RPA bot to create the Appeal Folders, file the Appeal electronically and assign the Appeal to the appropriate Chair. This project will be designed to complement the RPA project.

6.17 Client and Claim Profile - Phase 1

The Staff View component of NHUIS includes over 600 user interface pages that are generally organized by functional area and sub-area.

This project will implement the Claimant and Claim profiles modules as components that can be used by different components of the NHUS application suite. Phase 1 of this project will include claimant/claim profiles for use by staff from different functional areas (customer services, adjudicators, Employment Services, Collections staff, etc.). It will focus on providing information about the claimant and their claims, succinctly presenting information about the claimant and their claims to staff based on the staff's functional area/role. Phase 1 of the Claimant/Claim profiles will also include a review of related batch processing modules to implement contemporary near-real time batch components where viable, so that staff can view information as currently processed rather than based on processing as of the close of business on the previous business day.

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6.18 Reports Overhaul and Integration with Business Intelligence

Following the completion of Data Analytics and Business Intelligence (BI) projects made possible with ARPA funding, NHES will seek to overhaul the current Reports module of NHUIS. The project will focus on revamping the Report function to allow for reports that include features for filtering or drilling down. This will obviate the current need to obtain information through special system queries. In addition, the current implementation architecture of the Reports module makes it difficult to maintain and enhance reports. Further, when issues with the nightly batch process causes a failure in publishing one or more reports, the task of manually publishing the reports is very cumbersome and labor intensive.

This project is intended to address the current limitations and make the reports more versatile, and on-demand, where feasible. Drill down capabilities will be implemented where possible; and some of the reports will also be built in a manner so that they may be pulled directly from the newly implemented modules. The implementation architecture and design considerations will be geared towards ease of maintenance and leveraging the tools available in the BI project implementation.

6.19 Appeals Dashboard and Case Management; Intake Phase 2

NHES allows for three levels of administrative Appeals – handled by three separate units. Level 1 is handled by the Appeals Unit, Level 2 is handled by the Legal Unit on behalf of the Commissioner's office, while Level 3 is handled by the independent Appellate Board. The design and implementation of the Appeals module within the Staff portal, in its current form, is difficult to maintain and the creation or enhancement of reports is extremely challenging. The design considerations for this project will address the functional and technical deficiencies of the current implementation of the Appeals functionality within the Staff portal.

The Appeals Dashboard and Case Management module will provide a comprehensive case management solution for different staff roles within each of these Appeals Units. When staff log in, they will be presented with a dashboard that is customized to their specific role within their unit. The dashboard will display the user's work items, assignments, and/or upcoming hearings along with a set of metrics that will help the user in prioritizing work items, drive workflows and aid in increased overall performance and effectiveness. It will also include easy lookup features to allow for work assignments to be queried/filtered using a combination of a predefined set of criteria. Authorized staff will also have access to Hearing Calendars.

This module will integrate with Appeals Intake processes via the Employer and Claimant portals. It will include smooth but robust workflows that drive effectiveness while maintaining efficiencies, uniformity, and best practices through varying economic periods. Additionally, all Appeals related batch processes will be reviewed

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to implement contemporary near-real time batch components, where viable, so that staff can view information as currently processed rather than based on processing as of the close of business on the previous business day.

This module will be implemented using contemporary technology frameworks as a separate application that seamlessly integrates with the current Staff portal. It will include Single Sign-on capability for users of the Staff portal. It will consider the lessons learned during the pandemic and include best practices to improve efficiencies and avoid the backlogs that were experienced during that period.

6.20 Bundled Determination Notices

NHES's Benefit Payment System issues independent determinations for each decision that is made. These decisions are made at a very granular level as indicated by the fact that there are approximately 500 specific issues that impact benefits. Even when multiple decisions are issued on the same day, claimants and employers receive one separate determination notice per decision.

Further, each independent non-monetary determination is in a standard format with the language pertaining to why the decision has been made being embedded within the body of the main determination. This makes it more difficult for the recipient of the determination notice to distinguish between the different determination notices that they receive. Determination notices that include overpayments are problematic in that the overpayment information is presented only from the perspective of the current determination notice. It does not indicate whether there are other prior decisions that could also impact benefits for all part of the period of the overpayment.

This project will create a single determination notice each time the nightly batch jobs process one or more decisions for a claimant's benefit year. The consolidated determination notice would include separate and concise paragraphs for each new decision as well as a summary of all prior determinations that impact benefits. The summary will also indicate any overpaid weeks associated with all prior and current decisions.

6.21 Multi-Claimant Claims (Mass Layoff; WorkShare)

Improve functioning of the Mass Layoff and Workshare programs. This project will modernize the multi-claimant claims components of NHUIS. The multi-claimant program is a process that reaches into nearly every part of the unemployment claims system. Issues are created, work search may be waived, countable decisions are recognized differently, and reports are created. In addition, the multi-claimant program also feeds data into Data Validation Population 5 submitted to federal overseers.

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Enhancing the WorkShare program can be challenging as it also affects many areas within our benefit payment system. This project will make changes to this program that will improve the customer experience by creating greater flexibility of the program for improved employer participation. One such change will be to allow employers to make changes to an existing plan so that the plan can more easily adapt to the business needs of the employer. However, the primary focus will be to rewrite this program utilizing micro services architecture to improve our ability to enhance or rewrite this program to meet future demands.

6.22 Client and Claim Profile Phase 2

This project will be implemented as the continuation of the Client and Claim Profiles Phase 1 project. While Phase 1 focused on building Client and Claim Profiles for use by customer-facing staff who work in functional areas such as customer services, adjudicators, Employment Services, and Collections staff, Phase 2 will include functionality to provide NHES Knowledge Center Experts with a more extensive review of what caused a claim, or an overpayment, to be in its current state.

An extensive review of a claimant's situation is normally associated with complex cases. The instances when such a review is needed may include, but are not limited to, claims with multiple benefits years with benefits being paid or overpaid from different monetary programs, combined wage claims, claims that involve penalty weeks, etc. Expert staff working on such claims are often required to reach out to the NHUIS maintenance team to review data in the backend database and provide analysis of certain aspects of the situation, which is inefficient.

The Client and Claim Profile Phase 2 project will address these inefficiencies by succinctly presenting the information necessary for a deep dive review via a set of pages that present details of the different types of transactions and events that took place for different aspects of a claimant's benefit years, overpayments, waivers, repayments, etc.

This project is expected to significantly reduce the extent of both person hours and elapsed time spent by knowledge users on situations that need this deep dive. Additionally, it is expected to virtually eliminate the need for IT resources to support this activity.

6.23 Modernize InvestiCase

In 2012, NHES implemented InvestiCase as a case management system to aid in streamlining and automating the BPC processes for handling all incoming fraud investigation cases. The application has been enhanced since its initial implementation to add more crossmatches, more types of cases, and to improve its case management aspects. The users (BPC staff) of InvestiCase are authenticated through the Staff portal

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of NHUIS. The application is fully integrated with NHUIS and includes incoming interfaces with the various fraud detection tools such as the Integrity Data Hub (IDH), the Identity Theft detection module that processes potential identity thefts and hijacking that is detected via various sources (such as auto-detection during claim certification, through a Tips & Leads entry, etc.), and the ID Verification module.

This project will provide an upgrade of InvestiCase, rewriting the module using APIs and micro service technology. This rewrite is expected to make the InvestiCase application consistent with technologies and frameworks being adapted for the components of the Staff Portal applications being implemented under the Modular Modernization grant. The project will also address any new outstanding issues or outstanding enhancements.

B.7. BUSINESS / TECHNICAL REQUIREMENTS

Business and Technical Requirements are identified in Exhibit G: Attachment 1

Compliance Requirements
Agency Compliance Documents are identified in Exhibit G: Attachment 2

ACTIVITY, DELIVERABLE, AND MILESTONE

SymbioSys shall complete the following deliverables response checklist (See Table):

DELIVERABLE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
NHUIS MAINTENANCE AND SUPPORT		
Maintenance and Support – Year 1	Software	7/1/2024 – 6/30/2025
Maintenance and Support – Year 2	Software	7/1/2025 - 6/30-2026
Maintenance and Support - Year 3	Software	7/1/2026 – 6/30/2027
Maintenance and Support – Year 4	Software	7/1/2027 – 6/30/2028
Maintenance and Support – Year 5	Software	7/1/2028 – 6/30/2029
GENERAL		
Conduct Kickoff Meeting	Non-Software	
Status Meetings	Non-Software	Monthly
Work Plan/Overall Project Management Plan	Written	
Existing and Future Support Items	Software	Ongoing

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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 project identified below.
Project Status Reports	Non-software	Weekly
Work Plan	Written	Within ten (10) business days of the initiation of each project identified in Section 3.1 – 3.22 below
Security Plan	Written	Within ten (10) business days after sign-off of the Business Requirements document for each project identified in Section 3.1 – 3.22 below
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 Operation Procedures	Written	Ongoing
TESTING		
Conduct System Integration Testing	Non-Software	Ongoing
Conduct Unit Testing	Non-Software	Ongoing
Support Production Tests	Non-Software	Ongoing

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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
OPERATIONS		
Maintenance and Support	Software	7/1/2024-6/30/2029
Conduct Project Exit Meeting	Non-software	TBD

7.1 Improve Data Management and Analytic Capabilities

Final Requirements & Design	7/31/2024
Development & Integration testing	12/31/2024
UAT & Rollout readiness	2/28/2025
Rollout	3/15/2025

7.2 Data Analytics

Requirements & Design	8/31/2024
Development & Integration testing	1/31/2025
UAT & Rollout readiness	3/27/2025
Rollout	3/31/2025

7.3 Modernize RESEA

Requirements & Design	7/31/2024
Development & Integration testing	11/1/2024
UAT & Rollout readiness	12/20/2024
Rollout	12/26/2024

7.4 Enhance Efficiencies and Effectiveness of Fraud Investigations

Requirements & Design	12/31/2024
Development & Integration testing	5/16/2025
UAT & Rollout readiness	6/23/2025
Rollout	6/30/2025

7.5 Enhance CollectiCase

Requirements & Design	1/30/2025

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	Development & Integration testing	5/25/2025
	UAT & Rollout readiness	6/23/2025
	Rollout	6/30/2025
7.6	**Implement Data Analytics for Overpayment Recoveries**	
	Final Requirements & Design	7/31/2024
	Development & Integration testing	10/31/2024
	UAT & Rollout readiness	12/15/2024
	Rollout	12/31/2024
7.7	**Rewrite WorkForce Connect**	
	Requirements, Design and SSO setup	2/28/2025
	Development & Integration testing	7/31/2025
	UAT & Rollout readiness	9/15/2025
	Rollout	9/30/2025
7.8	**Status Tracker for Claimants and Staff**	
	Requirements & Design	8/30/2024
	Development & Integration testing	3/27/2025
	UAT & Rollout readiness	5/26/2025
	Rollout	5/27/2025
7.9	**Implement Plain Language Notices and Related Interfaces**	
	Requirements & Design	8/30/2024
	Development & Integration testing	2/7/2025
	UAT & Rollout readiness	4/7/2025
	Rollout	4/8/2025
7.10	**Support Robotic Process Automation**	TBD
7.11	**Adjudicator Dashboard and Case Management**	
	Requirements & Design	7/26/2024
	Development & Integration testing	11/22/2024
	UAT & Rollout readiness	12/26/2024
	Rollout	12/31/2024
7.12	**Customize Work Search Requirements and Prevent Fraud**	
	Requirements & Design	1/31/2025
	Development & Integration testing	6/20/2025
	UAT & Rollout readiness	8/12/2025
	Rollout	8/13/2025

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7.13 Integrate with SIDES: Monetary and Potential Charges

Requirements & Design	3/28/2025
Development & Integration testing	5/16/2025
UAT & Rollout readiness	6/17/2025
Rollout	6/18/2025

7.14 Integrate with SIDES: Determinations and Decisions

Requirements & Design	5/23/2025
Development & Integration testing	7/11/2025
UAT & Rollout readiness	8/12/2025
Rollout	8/13/2025

7.15 Redesign Claimant View User Interface for Responsiveness on Multiple Devices

Requirements & Design	3/7/2025
Development & Integration testing	8/15/2025
UAT & Rollout readiness	9/23/2025
Rollout	9/24/2025

7.16 Appeals Intake for RPA

Requirements & Design	4/4/2025
Development & Integration testing	5/30/2025
UAT & Rollout readiness	7/8/2025
Rollout	7/9/2025

7.17 Client and Claim Profile - Phase 1

Requirements & Design	1/17/2025
Development & Integration testing	7/07/2025
UAT & Rollout readiness	8/29/2025
Rollout	9/30/2025

7.18 Reports Overhaul and Integrate with Business Intelligence

Requirements & Design	2/28/2025
Development & Integration testing	6/30/2025
UAT & Rollout readiness	8/31/2025
Rollout	9/30/2025

7.19 Appeals Dashboard and Case Management; Intake Phase 2

Requirements & Design	12/16/2025
Development & Integration testing	3/31/2026
UAT & Rollout readiness	5/16/2026
Rollout	6/30/2026

7.20 Bundled Determination Notices

Requirements & Design	12/31/2025
Development & Integration testing	4/16/2026
UAT & Rollout readiness	5/31/2026
Rollout	6/30/2026

7.21 Multi-claimant Claims (Mass Layoff; Work Share)

Requirements & Design	9/16/2026
Development & Integration testing	1/31/2027
UAT & Rollout readiness	3/07/2027
Rollout	3/31/2027

7.22 Client and Claim Phase 2

Requirements & Design	7/31/2027
Development & Integration testing	1/31/2028
UAT & Rollout readiness	3/7/2028
Rollout	3/31/2028

7.23 Modernize InvestiCase

Requirements & Design	4/30/2028
Development & Integration testing	7/31/2028
UAT & Rollout readiness	9/15/2028
Rollout	9/30/2028

B.8 Omitted.

B.9. DELIVERABLE REVIEW AND ACCEPTANCE

B.9.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five

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(5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

B.9.2 Software Deliverables Review and Acceptance
System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Acceptance and Testing Services described herein.

B.9.3 Number of Deliverables
Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

B.9.4 Conditional and Unconditional Acceptance
By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

B.10. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the Department of Information Technology. Within five (5) business days of Contractor's receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract will require approval by the Governor and Council.

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A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

B.11. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

B.12. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Project Agreement.

B.12.1. The Contractor Key Project Staff

B.12.1.1 The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Arvind Ranade
arvind@symbiosysinc.com

B.12.1.2 The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Jyothi Shanker
jyothi@symbiosysinc.com; jyothi@affiliate.nhes.nh.gov

Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within four (4) hour(s) of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

B.12.1.3 Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

B.12.1.4 The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Vikki Nolin
Lead: Client Services, BA, SME, QA

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vikki@symbiosysinc.com; Vikki.J.Nolin@affilliate.nhes.nh.gov

Irfan Mistry
Lead: Release Management and Batch
irfan@symbiosysinc.com; Irfan.S.Mistry@affilliate.nhes.nh.gov

Abinash Das
Lead: Release Management and Online
abinash@symbiosysinc.com; Abinash.Das@affiliate.nhes.nh.gov

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

B.12.1.5 Termination for Lack of Project Management and Key Project Staff
Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Contractor in default and to pursue its remedies at law and in equity, if Contractor fails to assign a Project Manager and/or Key Project Staff meeting the requirements and terms of the Contract or if the State is dissatisfied with Contractor's replacement of the Project Manager and/or Key Project Staff.

B.12.2 The State Key Project Staff
B.12.2.1 The State Contract Manager
The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Richard Lavers
603-228-4064
richard.j.lavers@nhes.nh.gov

B.12.2.2 The State Project Manager
The State shall assign a Project Manager. The State's Project Manager is:

Michael Burke
603-447-1463
michael.h.burke@nhes.nh.gov

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

a. Leading the Project;
b. Engaging and managing all Contractors working on the Project;
c. Managing significant issues and risks;
d. Reviewing and accepting Contract Deliverables;

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e. Invoice sign-offs;
f. Review and approval of Change Orders;
g. Managing stakeholders' concerns.

B.13. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

B.14. ACCEPTANCE & TESTING SERVICES

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

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.

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.

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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.

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.

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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** **<u>Scope</u>** 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.

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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.

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	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 cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact. If defects are identified in the application during testing, they will be recorded. 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

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	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

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		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.

B.15. MAINTENANCE, OPERATIONS AND SUPPORT

B.15.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

B.15.2 System Support

a. The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.
b. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
c. **Class A Deficiencies** – The Contractor 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; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;
d. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty four (24) hours of notification of planned corrective action.

B.15.3 Support Obligations

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.

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The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

i. nature of the Deficiency;
ii. current status of the Deficiency;
iii. action plans, dates, and times;
iv. expected and actual completion time;
v. Deficiency resolution information;
vi. resolved by;
vii. identifying number i.e. work order number; and
viii. issue identified by; and

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

i. mean time between Reported Deficiencies with the Software;
ii. diagnosis of the root cause of the problem; and
iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

B.16 Contract Warranties and Representations

B.16.1 System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

B.16.2 Software

The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.
For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall:

a. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for

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the program license and any unused, prepaid technical support fees the State has paid for the program license; or

b. the re-performance of the deficient Services, or
c. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

B.16.3 Compatibility

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

B.16.4 Services

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

B.17. DATA PROTECTION

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.

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e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

B.17.1 Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

B.17.2 Security Incident or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) immediately notify the appropriate State identified contact and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

B.17.3 Breach Responsibilities

B.17.3.1 This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.

B.17.3.2 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

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B.17.3.3 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:

- **a.** cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
- **b.** promptly implement necessary remedial measures, if necessary; and
- **c.** document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

B.17.3.4 Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:

- **a.** the investigation and resolution of the Data Breach;
- **b.** notifications to individuals, regulators or others required by State law;
- **c.** a credit monitoring service required by State (or federal) law;
- **d.** a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently $201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- **e.** complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

B.18. 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.

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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.

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 username 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.

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B.19. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

B.20. TRAINING

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

B.21. TERMS AND DEFINTIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

B.22. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. 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 the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

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

4. INVOICING

The Contractor 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. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract and identified in the Payment Schedule below. 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) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. INVOICE ADDRESS

Invoices may be sent to: New Hampshire Employment Security

Contractor Initials AB
Date 5/30/2024

Attn: Accounts Payable
45 South Fruit Street
Concord, NH 03301

6. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm

7. OVERPAYMENTS TO THE CONTRACTOR

The Contractor 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.

8. CREDITS

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

9. OMITTED

10. PAYMENT SCHEDULE

10.1 Contract Type

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

The Contractor shall invoice the State monthly for NHUIS Maintenance and Support and NHACTS Maintenance and Support. The monthly amounts will be equal to 1/12th of the fixed pricing for the corresponding period (State fiscal year) identified in the respective Maintenance and Support Tables in Section 10.1.1. below.

The Contractor shall invoice the State for each project in the Development Work (SBR) Items table in Section 10.1.1. based on acceptance of completion of the following project milestones:

Requirements & Design	25%
Development & Integration Testing	50%
UAT & Rollout readiness	10%
Rollout & Post-Rollout support	15%

Contractor Initials FIB
Date 5/30/2024

10.1.1. Activities / Deliverables / Milestones Pricing

Maintenance & Support Pricing

NHUIS Maintenance & Support	
Period	**Pricing**
July 1, 2024 – June 30, 2025	$3,290,000.00
July 1, 2025 – June 30 2026	$3,589,600.00
July 1, 2026 – June 30, 2027	$3,764,800.00
July 1, 2027 – June 30, 2028	$3,878,400.00
July 1, 2028 – June 30, 2029	$3,992,000.00

NHACTS Maintenance & Support	
Period	**Pricing**
July 1, 2024 – June 30, 2025	$446,000.00
July 1, 2025 – June 30 2026	$460,000.00
July 1, 2026 – June 30, 2027	$474,000.00
July 1, 2027 – June 30, 2028	$488,000.00
July 1, 2028 – June 30, 2029	$502,000.00

Development Work (SBR) Item Pricing

Item #	Short Description	Cost
1	Improve Data Management and Analytic Capabilities	$825,640.00
2	PUA: Data Analytics	$664,266.00
3	Modernize RESEA	$1,641,880.00
4	Enhance Efficiencies and Effectiveness of Fraud Investigations	$ 637,960.00
5	Enhance CollectiCase	$ 660,350.00
6	Implement Data Analytics for Overpayment Recoveries	$461,328.00

Contractor Initials AB
Date 5/30/2024

7	Rewrite Work Force Connect	$ 464,720.00
8	Status Tracker for Claimants and Staff	$ 944,880.00
9	Implement Plain Language Notices and related interfaces	$ 656,650.00
10	Support RPA project activities	$ 7,500.00
11	Adjudicator Dashboard and Case Management	$ 646,720.00
12	Customize Work Search Requirements and Prevent fraud	$ 464,760.00
13	Integrate with SIDES: Monetary and Potential Charges	$ 209,600.00
14	Integrate with SIDES: Determinations and Decisions	$ 194,640.00
15	Redesign Claimant View User Interface for Responsiveness on Multiple Devices	$ 351,340.00
16	Appeals Intake for RPA	$ 147,138.00
17	Client and Claim Profiles Phase-1	$ 2,157,660.00
18	Management Reports Overhaul and integrate w/Business Intelligence	$ 280,360.00
19	Appeals Dashboard and Case Management; Intake Phase-2	$ 1,092,720.00
20	Bundled Determination Notices	$ 519,300.00
21	Multi-claimant Claims (Mass layoff; Work Share)	$ 1,482,400.00
22	Client and Claim Profile Phase-2	$ 1,995,960.00
23	Modernize InvestiCase	$ 825,440.00

10.1.2. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is amended during the proposed term:

Rates for additional NHUIS Maintenance, Support, and Modifications

Position Title	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
Project Manager	$196	$200	$204	$208	$212
Solution Architect	$196	$200	$204	$208	$212
Software Architect	$196	$200	$204	$208	$212
Lead: Client Services, BA, SME, QA	$116	$120	$124	$128	$132
Subject Matter Expert	$116	$120	$124	$128	$132
Business Analyst	$112	$116	$120	$124	$128
Quality Assurance	$112	$116	$120	$124	$128

Contractor Initials AB
Date 5/30/2024

UI/UX: Designer	$112	$116	$120	$124	$128
Lead: Release Management & Batch	$136	$140	$144	$148	$152
Senior Developer: Batch	$136	$140	$144	$148	$152
Developer: Batch	$110	$114	$118	$122	$126
Lead: Release Management & Online	$136	$140	$144	$148	$152
Senior Developer: Online - Full Stack	$136	$140	$144	$148	$152
Developer: Online - Full Stack	$116	$120	$124	$128	$132
Developer: Online - React	$116	$120	$124	$128	$132
Lead: BI Developer	$136	$140	$144	$148	$152
Senior BI Developer	$136	$140	$144	$148	$152
BI Developer	$116	$120	$124	$128	$132
Forge Rock Support Architect	$264	$268	$272	$276	$280
Forge Rock Support Engineer	$160	$164	$168	$172	$176
Cloud Migration Support - Architect	$250	$254	$258	$262	$266
Cloud Migration Support - Engineer	$160	$164	$168	$172	$176

Rates for additional NHACTS Maintenance, Support, and Modifications

Position Title	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
Project Manager	$196	$200	$204	$208	$212
Project Lead	$136	$140	$144	$148	$152
PowerBuilder Developer	$126	$130	$134	$138	$142

Remainder of this page intentionally left blank

Contractor Initials AR
Date 5/30/2024

EXHIBIT D1 - CUSTOM SOFTWARE AGREEMENT

1. **Software Title.** The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under this 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. This section shall survive the termination of this contract.

   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.

2. **Documentation and Copies.** The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

3. **Restriction on Use.** Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

4. **Software Non-Infringement.** Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

   The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Works infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:

   a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

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Date 5/30/2024

b. Gives Contractor control of the defense and any settlement negotiations; and

c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract.

5. **Viruses.** Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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Contractor Initials FR
Date 5/30/2024

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Project Manger	NHES UCB Director	5 Days
First	Contract Manager	NHES Deputy Commissioner	10 Days
Second	Chief Executive Officer	NHES Commissioner	10 Days

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

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for

one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

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"), Contractor understands and agrees to abide by all policy and procedures documented in the New Hampshire Statewide Information Security Manual (available on request) or derivatives and the following rules:

6.1.1. Computer Use

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

Contractor Initials AR
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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 Contractor 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 Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
f. That computer use shall follow the State standard policy (Statewide Computer Use Policy is available upon request)

6.1.2. Email Use

Email 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." Contractor understands and agrees that use of email shall follow State standard policy (Statewide Computer Use Policy is available upon request).

6.1.3. Internet/Intranet Use

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

6.2 State Website Copyright

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.

6.3 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

Contractor Initials FTB
Date 5/30/2024

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Confidential Information	Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all private/restricted confidential information disclosed by one party to the other. Confidential Information includes any and all information owned or managed by the State of NH of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the contract term.
Data Breach	Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

Contractor Initials AR
Date 5/30/2024

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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 fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.
Personal Information	"Personal Information" (or "PI") or "Personally Identifiable Information" (PII) means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records,

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Date 5/30/2024

	etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	"Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Contractor Initials HR
Date 5/30/2024

Specifications	Written details that set forth the requirements which include, without limitation, the 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 Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

Contractor Initials AR
Date 5/30/2024

Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. 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.

Contractor Initials HR
Date 5/30/2024

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

ATTACHMENTS

N/A

CONTRACTOR CERTIFICATES

a. Contractor's Certificate of Good Standing
b. Contractor's Certificate of Vote/Authority
c. Contractor's Certificate of Insurance

Contractor Initials AB
Date 5/30/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006694593**

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 May A.D. 2024.

David M. Scanlan

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 May 21st 2024;
(Date)

RESOLVED: That this Corporation enters into renewal of the contract with the State of New Hampshire, acting through its Department of Employment Security, for Maintenance and Support of NHACTS and NHUIS systems.

RESOLVED: That the Chief Operating Officer
(Title of Contract Signatory)
is hereby authorized on behalf of this Corporation to enter into the said contract renewal 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 May 2024.

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)

5/28/2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/28/2024

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: Peter Camello
PHONE (A/C, No, Ext): (603)883-1587 FAX (A/C, No): (603)883-0997
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Green Mountain Ins Co	20680
INSURER C: Hartford Underwriters Ins Co	30104
INSURER D: United States Liability Ins Co (USLI)	25895
INSURER E:	
INSURER F:	

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

COVERAGES CERTIFICATE NUMBER: Master 2023/2024 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 SS0008 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			04SBAPK9402	11/1/2023	11/1/2024	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			20003448	12/11/2023	12/11/2024	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		Excluded Officers: Arvind Ranade, Jyothi Shanker 04WECKJ0881 3A State: NH	11/1/2023	11/1/2024	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	Employment Practices Liabiilit Per Claim Retention: $1,000			EPL2556696F	11/1/2023	11/1/2024	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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