WALK THRU 3/11

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

MAR 10 2010

IDOA Contracts

RECEIVED MAR 9 2010 12:43 By

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

4628 TG 4/23

1. EDS Number:	2. Date prepared:
C1-6-TLM-09-05	3/8/2010 RB

3. CONTRACTS & LEASES

- [X] Professional/Personal Services
- [ ] Contract for procured Services
- [ ] Grant
- [ ] Maintenance
- [ ] Lease
- [ ] License Agreement
- [ ] Attorney
- [X] Amendment# 12
- [ ] MOU
- [ ] Renewal #
- [ ] QPA
- [ ] Other

FISCAL INFORMATION

4. Account Number:	5. Account Name:
6710-15100.537000	
6. Total amount this action: $3,634,759.00	7. New contract total: 35,881,019.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year :

Year 2005	$4,500,000.00	Year 2010	$3,634,759.00
Year 2006	$10,800,000.00		
Year 2007	$8,600,000.00		
Year 2008	$4,500,000.00		
Year 2009	$3,846,260.00		

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
9/6/2005	2/5/2011

13. Method of source selection:

- [ ] Bid/Quotation
- [ ] Emergency
- [ ] Negotiated
- [ ] Special Procurement
- [X] RFP# 5-13
- [ ] Other *(specify)*

AGENCY INFORMATION

14. Name of agency:	15. Requisition Number:
Dept of Workforce Development	10046

16. Address: DWD
10 N SENATE AVE RM SE0015
INDIANAPOLIS, IN 46204-2201

AGENCY CONTACT INFORMATION

17. Name:	18. Telephone #:
Greg Gushrowski	317/232-7732

19. E-mail address: ggushrowski@dwd.in.gov

COURIER INFORMATION

20. Name:	21. Telephone #:
Greg Gushrowski	317/232-7732

22. E-mail address: ggushrowski@dwd.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000051544

24. Name:	25. Telephone #:
HAVERSTICK CONSULTING INC	317-218-1734

26. Address: 6270 CORPORATE DR #100
INDIANAPOLIS, IN 46278-2900

27. E-mail address: bryan.orr@haverstickinc.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) [X] Yes [ ] No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: [ ] Yes [X] No	Minority: ____ %
Women: [ ] Yes [X] No	Women: ____ %
31 Sub Vendor:M/WBE	32. If yes, list the %:
Minority: [X] Yes [ ] No	Minority: 5.0 %
Women: [X] Yes [ ] No	Women: 5.0 %
33. Is there Renewal Language in the document? [ ] Yes [X] No	34. Is there a "Termination for Convenience" clause in the document? [X] Yes [ ] No

35. Will the attached document involve data processing or telecommunications systems(s)? [X] Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
X

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*

This is Amendment #12 to an existing contract. Amendment #12 modifies the scope of work to include the Change Orders identified in Exhibit A. This amendment also identifies the final implementation date as 02/05/2011. IDWD released a request for proposal ("RFP") for the Unemployment Insurance Modernization ("UIM") Project. This project is a multi-year initiative to modernize and replace a 17-year-old unemployment insurance ("UI") computer system in order to maximize servies to all customers while streamlining internal IDWD processes.

38. Justification of vendor selection and determination of price reasonableness:

The UIM Steering Committee awarded the UIM Project contract to Haverstick Consulting, Inc. ("Haverstick") and its partners, including Tier Technologies, Inc. [illegible] Software, Crew Technical Services and Source. The Haverstick proposal scored equal to or higher than all other proposals in every measurable category. The Haverstick [illegible] was over $7 million less than the second place bidder.

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39. If this contract is submitted late, please explain why: *(Required if more than 30 days late.)*

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
Russ Peterson	3-9-2010	EB	3/11/10
44. Attorney General's Office approval	**45. Date Approved**	**46. Agency representative receiving from AG**	**47. Date Approved**
[signature]	3-12-10		

6567-012

Amendment # 12

This Amendment #12 ("Amendment #12"), by and between Haverstick Consulting, Inc. ("Haverstick") and the State of Indiana, acting through the Indiana Department of Workforce Development, modifies the Unemployment Insurance Modernization Agreement entered into by and between the State and Haverstick effective September 6, 2005, as amended in Amendment #1, dated January 25, 2006 ("Amendment #1"), as amended in Amendment #2, dated April 30, 2006, as amended in Amendment #3, dated July 31, 2006, as amended in Amendment #4, dated September 5, 2007, ("Amendment #4"), as amended in Amendment #5, dated January 14, 2008, as amended in Amendment #6, dated April 29, 2008, as amended in Amendment #7, dated June 2, 2008, as amended in Amendment #8, dated October 1, 2008 ("Amendment #8"), as amended in Amendment #9, dated December 2, 2008, as amended in Amendment #10, dated January 13, 2009, and as amended in Amendment #11, dated July 22, 2009 ("Amendment #11"), said Amendment #1 through Amendment #11 sometimes referred to hereafter as the "UIM Amendments."

RECITALS

WHEREAS, effective as of September 6, 2005, Haverstick and the State of Indiana, acting through the Indiana Department of Workforce Development (the "State"), entered into that certain Unemployment Insurance Modernization Agreement by which the State engaged Haverstick to develop and implement an integrated tax, benefits, and appellate unemployment insurance system (the "UIM System"). The said Unemployment Insurance Modernization Agreement, as amended by the UIM Amendments, is hereafter referred to as the "UIM Agreement"; and,

WHEREAS, on or about September 2, 2005, Haverstick and Tier Technologies, Inc. ("Tier") entered into a certain Sub-Contract Agreement (the "Tier Subcontract") wherein Haverstick engaged Tier to provide for the benefit of Haverstick and the State such software application development and technical and consulting assistance in the development and implementation of the fixed price UIM System more fully described in the UIM Agreement and to generally act as Haverstick's sub-contractor with respect to the services to be provided by Haverstick to the State pursuant to the terms of the UIM Agreement. At the same time, effective as of September 6, 2005, Tier entered into a Performance Agreement with the State, in which Tier acknowledged and accepted its obligations under the Tier Subcontract (the "Performance Agreement"). Under the terms of the Tier Subcontract and the Performance Agreement, Tier is prohibited from assigning the Tier Subcontract and the Performance Agreement or delegating any of its duties thereunder without prior written consent of the other party to each respective agreement; and,

WHEREAS, in February of 2009, Haverstick asserts that Tier informed Haverstick that Tier had entered into an agreement with RKV Technologies, Inc., a Missouri corporation ("RKV"), under which Tier sought to sell its Unemployment Insurance business unit to RKV, including a purported attempted assignment of Tier's rights and obligations under the Tier Subcontract and its duties thereunder; and,

WHEREAS, the State asserts that in February of 2009, Tier informed the State that Tier had entered into an agreement with RKV, and the State did not agree to the assignment of Tier's rights and obligations under the Performance Agreement to RKV; and,

WHEREAS, Haverstick asserts that, as a result of the divestiture of its Unemployment Insurance business division, and the sale, transfer and assignment of its resources, intellectual property, and other assets related to the Tier Subcontract to RKV, Tier rendered itself incapable of performing under the Tier Subcontract; and,

WHEREAS, the State asserts that the State notified Tier by letter dated March 12, 2009, that the State would not permit Tier to assign its responsibilities under the Performance Agreement; and,

WHEREAS, Haverstick asserts that accordingly, by letter dated April 23, 2009, Haverstick notified Tier that Tier was in breach and default under the Tier Subcontract. Tier failed to cure its default. Haverstick subsequently terminated the Tier Subcontract for default by Tier effective as of July 10, 2009; and,

WHEREAS, Haverstick asserts that in an effort to efficiently meet its obligations under the UIM Agreement and to attempt to mitigate the damages resulting from Tier's breach and default under the Subcontract, Haverstick entered into a new subcontract agreement with RKV, effective as of July 8, 2009 (the "RKV Subcontract"), in order to engage RKV to complete the software application development and technical and consulting assistance in the development and implementation of the UIM System previously being provided by Tier prior to Tier's breach and uncured default under the Tier Subcontract; and,

WHEREAS, Haverstick asserts that on or about October 8, 2009, RKV notified Haverstick that RKV was unable to continue to perform under the RKV Subcontract or otherwise meet or satisfy its matured obligations set forth in the RKV Subcontract. On October 28, 2009, Haverstick and RKV entered into a Termination and Transition Agreement and also an independent contractor agreement under which RKV agreed to provide services to Haverstick in connection with the UIM Agreement on a time and materials basis (the "T & M Contract"); and,

WHEREAS, Haverstick asserts that on December 23, 2009, RKV notified Haverstick that it had sold the assets purchased from Tier by RKV in February 2009 to HCL Technologies, an offshore IT development company; and,

WHEREAS, the current economic climate has resulted in increased claim volume, thereby effectuating difficulties in the implementation of the UIM System; and,

WHEREAS, during the course of this UIM Agreement it has become necessary to make changes to the scope of the UIM Project to ensure compliance with recently enacted legislation; and,

WHEREAS, it has also become necessary to make changes to the scope of the Services to accommodate delivery of certain functionality; and,

WHEREAS, the changes being made by this Amendment #12 will increase value to the State's customers and employees by providing greater functionality and services; and,

WHEREAS, additional money is required to complete the UIM System.

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the UIM Agreement as follows:

1. The UIM Agreement is hereby amended to increase the Agreement Price for contractor services from thirty-two million two hundred forty-six thousand two hundred sixty dollars ($32,246,260.00) by an additional Three Million Six Hundred Thirty-Four Thousand Seven Hundred Fifty-Nine Dollars ($3,634,759). Therefore, the first two sentences of Section 4.1 of the UIM Agreement, **Fees**, as modified in Amendment #4, Amendment #8 and Amendment #11, are removed in their entirety and replaced with the following:

   Section 4.1 **Fees**. Remuneration to Haverstick under this Agreement shall not exceed Thirty-Five Million Eight Hundred Eighty-One Thousand Nineteen Dollars ($35,881,019) (the "Agreement Price");

   In addition, the following payment terms are added:

   State shall pay Haverstick:

   i. One Million Dollars ($1,000,000.00) at the time of execution of this Amendment #12,

   ii. The sum of Two Million Six Hundred Thirty-Four Thousand Seven Hundred Fifty-Nine Dollars ($2,634,759) as identified and described above on the Initial Deployment Date, as defined hereinbelow, and

   iii. One Million Dollars ($1,000,000) upon final acceptance of Initial Deployment, as defined below in this Amendment, for those services requested and contracted for in Amendment #11 but not yet completed.

2. **Change Order Requests.** The parties agree and stipulate to the Change Orders listed and identified on the project change requests attached hereto as Exhibit A (the "Change Orders"). The cost of the Change Orders is included in the Agreement Price set forth in paragraph 1 of this Amendment #12.

3. "Services" is hereby defined to mean on an ongoing basis the program development and implementation services and all artifacts delivered by Haverstick, as reflected in Rational tools, the Statement of Work ("SOW") identified in (a) the UIM Agreement, (b) the UIM Amendments (provided that the parties recognize that the later amendments modified and changed in some instances prior SOWs set forth in earlier amendments) and (c) the Change Orders.

4. **Testing.** The parties agree and stipulate that testing of the Services shall occur as a condition of Final Implementation (defined below).

(a) Functional Testing. Haverstick shall test or retest, as the case may be, UIM System functionality in reasonably defined functional groups in order to determine whether all critical functions comply with any and all requirements and approved written specifications and criteria set forth in the Services. Haverstick shall document all defects found during these tests in the ClearQuest project tool. Haverstick shall correct Critical Defects, as defined in UIM Defect Severity & Priority Definitions, version 1.2, attached as Exhibit B and fully incorporated herein as part of this Amendment, and re-execute any tests that failed as a result of those Critical Defects. Haverstick shall deliver results from each functional group test to the State as soon as is practicable after said functional group test is completed. After receipt of same, the State shall conduct review and/or acceptance testing activities as appropriate within the time frame set forth in the summary of the approved project plan attached hereto as Exhibit D and fully incorporated herein as part of this Amendment #12, and shall document the existence of defects in the existing project tool (Clear Quest). If any said defects identified by the State are Critical Defects, Haverstick shall proceed to cure said Critical Defects. Haverstick agrees to store all functional test results in the State's "Test Manager" product, provided that security protection is established within the tool to prevent inadvertent changes or deletion of said results by any user of the product not specifically authorized by Haverstick's program manager. Haverstick also agrees to log all defects identified in the functional testing phase in the State's "ClearQuest" product.

(b) Systems Level Testing. Haverstick shall conduct systems level testing activities. Immediately following the completion of Haverstick's systems level testing activities, the State shall perform end-to-end systems level user acceptance testing to determine whether the UIM System is operating as a whole according to and consistent with the requirements and approved written specifications for the UIM System. The State's systems level user acceptance testing shall be completed no later than twenty (20) business days subsequent to the completion of Haverstick's systems level testing activities. If the State detects a defect during the course of the State's systems level user acceptance testing, it shall document the existence of said defect in the existing project tool (Clear Quest) immediately and no later than one (1) business day after detection of said defect. Haverstick shall then commence actions necessary to cure any Critical Defects as soon as is practicable. Upon cure of a Critical Defect identified by the State during its systems level testing, Haverstick shall immediately notify the State of said cure. The parties acknowledge that it is their intention in this regard that the State's systems level user acceptance testing, and all Critical Defect cures related thereto, be completed expeditiously, and that therefore the State shall proceed without delay,

interruption or suspension to conduct any and all tests (or portions of tests) not rendered impracticable by a Critical Defect.

5. Sections 3.1, 3.2, 3.3 and the first paragraph of Section 3.4 of the UIM Agreement, **Delivery, Interim Testing and Review, Acceptance of Interim Deliverables** and **Final Acceptance,** are deleted in their entirety and the following language is substituted therefore. Further, Sections 3.5 and 3.6, **Grace Period** and **Payment of Holdback**, are added as set forth below.

Section 3.1 **Definitions.**

"Initial Deployment" is defined as a point in time when sufficient functionality exists that can be released into production with no known Critical Defects, exclusive of Postponed Functionality or Postponed Defects. If Haverstick delivers any Postponed Functionality or resolves any Postponed Defect on or before the Initial Deployment Date, Haverstick shall expressly identify to the State in writing all such delivered Postponed Functionality and resolved Postponed Defects.

"Final Implementation" is hereby defined to mean the completion of all Services, completion of Postponed Functionality, and correction of known Critical Defects, derived from Haverstick and State test activities (including functional testing and system level testing), but not including defects categorized as Postponed Defects.

"Postponed Functionality" is defined as that functionality not required for Initial Deployment but agreed upon by the parties as part of the Services and which must be resolved by the Final Implementation Date. A list of Postponed Functionality items agreed upon by the parties is attached hereto as Exhibit C.

"Postponed Defects" is defined to mean those defects in the Services that are not critical to Initial Deployment. Postponed Defects are warrantied items.

Section 3.2 **Delivery**. Haverstick shall deliver the Services, the artifacts and any other items from the UIM System as maintained and stored in Rational Tools set in use on the project, any and all related Work Product (as defined in Section 8.1) and all materials provided by Haverstick in performance of the Services (the "**Final Deliverables**") as follows:

(a) Initial Deployment on or before October 8, 2010 (the "**Initial Deployment Date**"), provided that the Initial Deployment Date may be extended by written agreement of the parties;

(b) Final Implementation of the UIM System on or before February 5, 2011 (the "**Final Implementation Date**"); and

(c) all required project artifacts from the UIM System, as defined in the Services, shall be delivered by Haverstick to the State on or before a date thirty (30) days subsequent to the Final Implementation Date.

Section 3.3 **Final Acceptance: Initial Deployment.** The State shall be entitled to perform a final acceptance review (1) to confirm the delivery of the functionality agreed upon for Initial Deployment and (2) to identify Critical Defects in any deliverable delivered on or before the Initial Deployment Date. The State shall notify Haverstick in writing within twenty-one (21) business days following the Initial Deployment Date of any functionality agreed upon for Initial Deployment that has not been delivered or of any Critical Defects identified by the State. Final acceptance of all deliverables delivered on or before the Initial Deployment Date shall be the earlier of:

(a) the date when the final Critical Defect identified by the state during the twenty-one (21) business day review period is cured by Haverstick; or

(b) the date twenty-one (21) business days subsequent to the Initial Deployment Date in the event that no Critical Defects are identified by the State.

The six (6) month warranty period identified in Section 5 of the UIM Agreement shall be applicable to all deliverables delivered on or before the Initial Deployment Date (including any Postponed Functionality and Postponed Defects that may be included in the Initial Deployment deliverables) and with respect to such deliverables, shall commence upon final acceptance of the Initial Deployment deliverables.

Section 3.4 **Final Acceptance: Final Implementation.** The State shall be entitled to perform a final acceptance review to identify Critical Defects in the deliverables delivered on or before the Final Implementation Date. The State shall notify Haverstick in writing within fifteen (15) business days following the Final Implementation Date of any Critical Defects identified by the State with respect to the features delivered on or before the Final Implementation Date. Final acceptance of all deliverables delivered on or before the Final Implementation Date shall be the earlier of:

(a) the date when the final Critical Defect identified by the state during the fifteen (15) business day review period is cured by Haverstick; or

(b) the date fifteen (15) business days subsequent to the Final Implementation Date in the event that no Critical Defects are identified by the State.

The six (6) month warranty period identified in Section 5 of the UIM Agreement shall be applicable to all deliverables delivered on or before the Final Implementation Date and with respect to such deliverables, shall commence upon final acceptance of the Final Implementation deliverables. The provisions of this Section 3.4 shall not apply to deliverables provided on or before the Initial Deployment Date. The parties acknowledge that the Extended Warranty Period established and referenced in Section 5.2 of the UIM Agreement remains in full force and effect.

Section 3.5 **Grace Period.** Notwithstanding anything in the UIM Agreement or Amendment #12 to the contrary, the State shall not assess any penalties, liquidated damages, or charges of any kind whatsoever in connection with an alleged failure by Haverstick to timely deliver any deliverables delivered in conjunction with Initial Deployment or Final Implementation, or to cure any Critical Defects associated

therewith, or to deliver required project artifacts from the UIM System, by offset against the Holdback or by any other means, prior to providing Haverstick with (a) written notice of the intention to assess a penalty, liquidated damages, or other charges and thereafter a forty-five (45) day grace period within which Haverstick shall be given the opportunity to cure any alleged default of the UIM Agreement, and (b) complying with the provisions of Article 12 herein requiring a thirty (30) day good faith dispute resolution discussion. The said forty-five (45) day grace period and thirty (30) day dispute resolution discussion period may run concurrently.

Section 3.6 **Payment of Holdback.** The State shall pay to Haverstick the entire Holdback within twenty-one (21) days subsequent to the later of:

(a) final acceptance by the State of the Initial Deployment deliverables; or

(b) final acceptance by the State of the Final Implementation deliverables.

6. The second sentence of Section 4.4, **Holdback**, is deleted in its entirety.

7. Sections 2.1 and 2.2 of the UIM Agreement, **Generally** and **Key Personnel**, are deleted in their entirety.

8. Subject to the foregoing conditions, the State hereby withdraws the letter of default it issued on October 21, 2009: (a) The State retains all of its rights regarding assessment of liquidated damages, offset of the Holdback, and all other rights pursuant to the terms and provisions of the UIM Agreement, including but not limited to the right to file a lawsuit or otherwise seek monetary or other damages based on any act, omission or condition occurring or in existence prior to the Effective Date, if Initial Deployment does not occur on or before the Initial Deployment Date or Final Implementation does not occur on or before the Final Implementation Date, as said dates are described and set forth in Section 3.2 as amended in this 12th Amendment, (b) such act of withdrawing the aforedescribed letter of default is not interpreted or construed as acceptance of the course of dealings of the parties prior to October 21, 2009 inconsistent with the UIM Agreement, and (c) in exchange for the withdrawal, effective upon the full and timely payment to Haverstick of the Agreement Price, Haverstick hereby agrees not to file a lawsuit or otherwise seek monetary or other damages from the State of Indiana based on any known act, omission or condition occurring or in existence prior to the Effective Date.

   The State acknowledges, stipulates and agrees that the Holdback is and shall be payable solely and exclusively by the State to Haverstick without respect to any claims, demands or assertions of right or interest by any third party.

9. The following language added to Section 10.2 **Termination for Default** by Amendment #11, is deleted in its entirety:

   "Any Interim Deliverable, as defined in Section 3.2, not delivered pursuant to the delivery date set forth in Exhibit C, "UIM Payment Schedule," will be a material breach of this Agreement."

10. SOW, or the Statement of Work, is amended to reflect the Change Orders.

11. **Status Meetings.** Haverstick and the State agree from the Effective Date of this Amendment #12 through Final Implementation to meet on at least a bi-weekly basis (on a day and time mutually agreeable), to discuss in detail the progress and status of the UIM System and Services and the program items set forth in this Amendment #12. The said status meetings shall include Phil Carrai as the Vice President, Secretary and Treasurer of Haverstick and the Commissioner of the Indiana Department of Workforce Development. The parties shall make available to attend the status meetings others as needed to provide information with which to fully, expeditiously and accurately assess the status of the Services.

    Notwithstanding anything in Article 12 to the contrary, the parties agree that at least thirty (30) days prior to (a) providing the other with a Notice of Default; (b) assessing or recovering any penalties, liquidated damages, or charges of any kind whatsoever related to the UIM Agreement or any project plan agreed upon by the parties; or (c) initiating legal proceedings of any kind related thereto, Phil Carrai as the Vice President, Secretary and Treasurer of Haverstick and the Commissioner of the Indiana Department of Workforce Development shall communicate directly, either by telephone or face-to-face, in a good faith effort to see if the dispute and/or alleged default can be resolved through direct negotiation or discussion. Each party agrees to act in good faith and expeditious fashion to effectuate in a prompt manner the provisions of this paragraph.

12. **Software Support Platform.** The State and Haverstick acknowledge the necessity of an upgraded software support platform (the "Upgrade"). The State and Haverstick will discuss and agree upon costs, timing and requisite adjustments to the approved project plan, if any, including an extension of the Initial Deployment Date and Final Implementation Date specified herein. Haverstick shall not be required to perform any work or activities related to the Upgrade prior to agreement upon any such schedule adjustments.

All other matters previously agreed to and set forth in the UIM Agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

In Witness Whereof, Haverstick and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties, having read and understanding the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof. This Amendment shall be effective as of the last date written below.

HAVERSTICK CONSULTING, INC.

See page 10 of 51

Phil Carnai
Vice President, Secretary and Treasurer

Dated: _____

INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT

Teresa L. Voors, Commissioner

Date

INDIANA DEPARTMENT OF ADMINISTRATION

Mark Everson, Commissioner

Date

STATE BUDGET AGENCY

Christopher A Ruhl, Director

Date

INDIANA OFFICE OF TECHNOLOGY

Gerry Weaver,
Chief Information Officer

Date

APPROVED AS TO FORM AND LEGALITY

Gregory F Zoeller
Attorney General

Date

In Witness Whereof, Haverstick and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties, having read and understanding the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof. This Amendment shall be effective as of the last date written below.

HAVERSTICK CONSULTING, INC.

Phil Carrai
Vice President, Secretary and Treasurer

Dated: 3/5/2010

INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT

For Teresa L. Voors, Commissioner

3/5/10
Date

INDIANA DEPARTMENT OF ADMINISTRATION

Mark Everson, Commissioner

3/11/10
Date

STATE BUDGET AGENCY

FS
Christopher A Ruhl, Director

3/11/10
Date

INDIANA OFFICE OF TECHNOLOGY

Gerry Weaver,
Chief Information Officer

3/10/10
Date

APPROVED AS TO FORM AND LEGALITY

Gregory F Zoeller
Attorney General

March 12, 2010
Date

EXHIBIT A

CHANGE ORDERS
TO STATEMENT OF WORK

Change Order Description		**Cost**
PeopleSoft Implementation		$ 660,602
Collections Changes (for Premier)		$ 97,927
National New Hire Directory Interface		$ 72,003
Court Case Changes		$ 29,911
EB Trigger/Eligibility Requirements		$ 4,711
Benefit Wage Requirement		$ 4,628
Work Search Requirements		$ 4,348
Non-Monetary Penalties		$ 55,761
ALJ Charging Penalty to Employer		$ 107,230
Interfaces		$ 137,729
Employer Rating for 2010		$ 53, 560
EUC Tier 3 & 4 Requirements Determination		$ 10,189
Interface Changes and Testing		$ 262,663
EUC3/4 Development and Testing		$ 1,834,622
Data Volumes		$ 298,875
	Total	$ 3,634,759

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Tax/Benefits		
DOMAIN LEAD:	Mani Manikandan/Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	PeopleSoft Implementation		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	11/25/2009

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

A change request was submitted to support the PeopleSoft implementation (PROD00054573). This change was denied funding but a significant amount of work was performed to change, complete, and deliver the functionality to allow the system to interface with PeopleSoft. In excess of 200 new General Ledger accounts were defined for use by the project. These accounts needed to be integrated into the application, Federal reports, and interfaces to allow the system send accounting data to PeopleSoft.

The estimate for this change is based on the description above and may be subject to change based on specific requirements or changes to this description of the work to be performed. To incorporate and complete this change, xx weeks will need to be added to the deployment date.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $660,602

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time exntension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Tax		
DOMAIN LEAD:	Mani Manikandan	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Collections Changes for Premier		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	11/25/2009

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

To accommodate the use of a collection agency, Premier, the Collections code needs to be modified. The following items summarize the changes to be made to the Collections functional area:

- Restrict logon for accounts that have a active collection agency employer hold
- Build employer hold extract (and related load script) from Legacy to load employer holds for accounts already at collection agency
- Suppress monthly billing statement for accounts with active collection agency employer hold
- Define and implement new work item for when payment from employer is received and account has an active collection agency employer hold
- Add RED semaphore edit for accounts with active collection agency employer hold
- Define new batch content type for collection agency payments
- Ensure that collection agency deposit can be created independently of other deposits
- Remove work item to CEU if no response to N&D after 22 days
- Change pre-warrant letter generation to trigger 23 days after N&D generation
- Change pre-warrant work item to CEU to generate 10 days after pre-warrant letter.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $97,927

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	National New Hire Directory Interface		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	11/25/2009

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The specifications and files provided for the National New Hire Directory Interface were exactly the same as the State New Hire Interface except that the file would need to go to a different location. However, this is a whole new interface with different requirements and must be coded to the new specifications.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☒ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$72,003**

DESCRIPTION OF RESPONSE
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Appeals/Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Court Case Changes		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	11/25/2009

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

There are 3 levels of court cases: IN Circuit Court, IN Court of Appeals, and IN Supreme Court. The decision for each of these appeal levels is issued by the court, but needs to be recorded in the UIM application so Benefits can implement the "final" decision and pay benefits correctly. A decision was made that the court level cases are outside of scope but overlooked that there needs to be a method to enter the court decisions into the system. The following changes have been requested when handling court cases:

- Creation of a court appeal
- Making a decision on the appeal
- Integration with the Benefits domain to implement the decision

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $29,911

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time exntension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Extended Benefits Trigger/Eligibility Requirements **(IC 22-4-2-34)**		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/8/2010

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The most extensive changes to the Extended Benefit (EB) legislation dealt with changes to the EB trigger. These changes (use of the Insured Unemployment Rate required to trigger to 6%) will require a change to a control table. The legislation created an exception to this rule which will expire on December 5, 2009 or when stimulus money is no longer available.

Changes to the EB charging requirements must permit all charges made against rated employers and non-profit entities to be charged to the federal government. Charges made against Governmental agency accounts are charged normally. These requirements are scheduled to roll back to the standard EB 50/50 split when the law sunsets following expiration of the stimulus provisions.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $4,711

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Benefit Wage Requirement **(IC 22-4-14-5)**		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/8/2010

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The legislation changes the computation amounts used to determine monetary eligibility. The claimant must now have earned 1.50 times the high quarter during the rest of the base period (up from 1.25), earned $2500 during the last 6 month of the base period (up from $1650) and earned $4500 total in the base period.

These changes will require a change to a control table and will require testing to confirm the on-line changes are tied to the effective date of the change.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $4,628

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Work Search Requirements (IC 22-4-14-3)		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/8/2010

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The change to the work search requirements call for the claimant to file a minimum of one application each week and make an additional two contacts. This information will be collected in the Core application through the use of Dynamic Fact Finding (DFF).

The process for verifying the on-line application should include:

- Replace "Did you look for full-time work?" question on weekly claim with "Did you submit at least one application for work in the week ending MM/DD/YYYY?"
- Already coded to create an issue for negative response.
- Modify wording in DFF.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $4,348
DESCRIPTION OF RESPONSE
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.
DISPOSITION REVIEW
DISPOSITION: ☐ Approved ☐ Rejected

DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Non-Monetary Penalties **(IC 22-4-15-1)**		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/8/2010

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The legislation requires additional penalties for separation issues. The law currently requires a 25% reduction on the first disqualifying separation during the benefit year. Subsequent disqualifying separations do not include a reduction in benefits.

A new penalty structure has been established that assesses a 25% reduction of the maximum benefit amount on the first disqualifying separation, a 15% penalty on the second disqualifying separation, and a 10% reduction on each additional separation occurring during the benefit year.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $55,761

DESCRIPTION OF RESPONSE	
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.	
DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli		
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Sue Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	ALJ Charging Penalty to Employer **(IC 22-4-17-2)**		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/8/2010

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The new legislation requires the agency to assess a penalty on employers who fail to provide requested information to an adjudicator, and then submits that information to an Administrative Law Judge, resulting in a reversal and overpayment. This penalty results in charges to the employer totaling 50% of the amount overpaid. It also requires the agency to credit the employer's account as the amount overpaid is collected.

An interpretation was agreed upon in May 2009 that the amount of the employer's penalty would not exceed 50 percent of the total liability the employer has on the claim. This was to avoid conflicts with Chapter 11-1 which caps the amount any employer can be charged to 28 percent of the wage credits attributed to the employer during the base period. Otherwise employers from the lag period or those having a small liability on the claim are penalized for appealing an Adjudicator's decision and winning the appeal.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: $107,230

DESCRIPTION OF RESPONSE
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change, the time extension, and the additional funding required to implement the changes.

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	
ASSOCIATED DOMAIN:	Benefits and Tax		
DOMAIN LEAD:	Bobby Jones	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Interfaces – Completed Work		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/15/09

CHANGE REQUEST DESCRIPTION

Numerous major changes were required to some of the Core Uplink interface code. These changes were required to make these interfaces functional. Some of these changes include the following:

- Messaging for process monitor
- One specification for an interface but the interface required that the records by split into different files, for example: (Accounting – HV Payments vs. Refunds Tax, Collection Agencies, OPC)
- OPC file layout change
- Lockbox-Modified logic not to suspend batches for reimbursable accounts
- Lockbox-Basic communication to OPC
- Change layout of file to PeopleSoft for debit/credit indicator
- UC5-Created suspended wage items when wage records are suspended
- Employer Refund Request changes to GL Account (fund code)
- Tax 51 and 54-business rules in specification were incorrect, requiring recoding

This change is for work already completed and built into the Uplink code base.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS CHANGE**	☒ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE /OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$137,729**

DESCRIPTION OF RESPONSE

DESCRIBE REQUESTED NEXT STEPS:

DWD makes a final decision on this change request.

If the change request is approved it will have to be included in the 12th contract amendment..

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD EXECUTIVE SPONSORS:	DATE:
DWD PROJECT MANAGER:	DATE:
PROJECT DIRECTOR:	DATE:
SDLC PROJECT MANAGER:	DATE:

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	Ted Kral
ASSOCIATED DOMAIN:	Tax		
DOMAIN LEAD:	Mani Manikandan	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	PROD00073196 – Employer Rating for 2010		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	8/5/2009

CHANGE REQUEST DESCRIPTION

CHANGE REQUEST DESCRIPTION:

The 2009 Indiana Legislative session resulted in a number of changes that impact Uplink. One of those changes involves the way that rates are assigned to employer accounts. These changes are effective with 2010 employer rates, and must be implemented no later than when 2010 rates are calculated during the annual rating process. The pertinent changes are as follows:

- Penalty rates will need to be table driven rather than being determined by max rate on the existing merit rate schedules.
- Expand tables to support additional rate schedules. There are currently five schedules. Current projections indicate that there will be nine schedules beginning with 2010 rates. Of the various rate-related tables, it is believed that one table needs to be modified to support the additional schedules. An unlimited number of schedules will be supported once this change is implemented.
- Allow for contributory employer accounts to be assigned a merit rate of zero. This does not currently happen, and logic will have to be reviewed to determine if any null pointer violations will be encountered by this new scenario.
- Government accounts that are contributory need to have their rates table driven rather than set to a constant of 1%.

CAUSE OF CHANGE REQUEST

☒ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS OMISSION**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE/ OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$53,560**

DESCRIPTION OF RESPONSE
DESCRIBE REQUESTED NEXT STEPS: Complete the UIM 12th contract amendment to include this scope change and the additional funding required to implement the changes.

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Susan Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	EUC Tier 3 & 4 Requirements Determination		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	12/10/09

CHANGE REQUEST DESCRIPTION

Congress to added Tier 3 & 4 to the Extended Unemployment Benefits. This change request is for the estimate to gather the requirements specific to Core Uplink to support EUC Tier 3 & 4.

To accomplish this change request, these steps will be followed:

- Read UIPLs, etc. and document the requirements for UIM and conversion
- Requirements reviewed by development team
- Clarify any questions/issues with DWD
- Review requirements for sign off
- Revise document

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS CHANGE**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE /OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$10,189**

DESCRIPTION OF RESPONSE

DESCRIBE REQUESTED NEXT STEPS:

DWD makes a final decision on this change request.

If the change request is approved it will have to be included in the 12th contract amendment..

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD EXECUTIVE SPONSORS:	DATE:
DWD PROJECT MANAGER:	DATE:
PROJECT DIRECTOR:	DATE:
SDLC PROJECT MANAGER:	DATE:

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	
ASSOCIATED DOMAIN:	Benefits and Tax		
DOMAIN LEAD:	Bobby Jones	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Interface Changes and Testing		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/15/09

CHANGE REQUEST DESCRIPTION

As end-to-end testing of the Core Uplink interfaces proceeded, numerous minor changes were required to the code in order successfully complete the end-to-end tests. These changes happened during the life of the project, were made in the legacy system, but failed to be communicated to the Uplink development team. This elongated the duration of this testing as discrepancies to the specifications were discovered, corrected, and retested. This change is for work that is currently in progress to correct these discrepancies and ensure that the interfaces function properly.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS CHANGE**	☒ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE /OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$262,663**

DESCRIPTION OF RESPONSE

DESCRIBE REQUESTED NEXT STEPS:

DWD makes a final decision on this change request.

If the change request is approved it will have to be included in the 12th contract amendment..

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD EXECUTIVE SPONSORS:	**DATE:**
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Susan Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	EUC Tier 3 & 4 Development and Testing		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/15/09

CHANGE REQUEST DESCRIPTION

Congress to added Tier 3 & 4 to the Extended Unemployment Benefits. This change must be implemented before Core Uplink can be brought into production. This change is to make the application code changes to support EUC3/4, unit test these changes, perform adequate functional testing on affected portions of the system, make changes to the data conversion scripts to support necessary data changes, and make any required changes to the smoothing code.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☒ **REQUIREMENTS CHANGE**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☐ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE /OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$1,834,622**

DESCRIPTION OF RESPONSE

DESCRIBE REQUESTED NEXT STEPS:

DWD makes a final decision on this change request.

If the change request is approved it will have to be included in the 12th contract amendment..

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD EXECUTIVE SPONSORS:	**DATE:**
DWD PROJECT MANAGER:	**DATE:**
PROJECT DIRECTOR:	**DATE:**
SDLC PROJECT MANAGER:	**DATE:**

PROJECT INFORMATION

PROJECT NAME:	Unemployment Insurance Modernization Project		
EXECUTIVE SPONSOR:	Marty Morrow	**DWD PROJECT MANAGER:**	Pam Grenard
PROJECT DIRECTOR:	Craig Bozzelli	**SDLC PROJECT MANAGER:**	
ASSOCIATED DOMAIN:	Benefits		
DOMAIN LEAD:	Susan Lowry	**PROJECT ADMINISTRATOR:**	Miranda Zeis

CHANGE REQUEST IDENTIFICATION

CHANGE REQUEST NAME:	Data Volumes		
REQUESTOR NAME:	DWD	**DATE SUBMITTED:**	2/15/09

CHANGE REQUEST DESCRIPTION

The data volumes in the Legacy system have grown exponentially over the past year. These volumes directly affect the time it takes to unload data from the Legacy system, load this same data into the Core Uplink system, and run Benefits smoothing. The target window for this activity is five days. Based on the fastest mock deployment, a timeline of six days was the best result. The purpose of this change is for a focused activity that will explore and implement changes to improve this timeline. This change also anticipates continuing increases in data volumes during the first half of 2010 with the expectation that these timeline improvements will account for this continued pattern of data growth.

The estimate of cost and time required for this change is based upon the description above and is subject to change as a result of additional requirements or changes to the scope of work to be performed.

CAUSE OF CHANGE REQUEST

☐ **REGULATORY REQUIREMENT**	☐ **REQUIREMENTS CHANGE**	☐ **DESIGN CHANGE /OMISSION/ERROR**
☒ **BUSINESS NEED**	☐ **PROGRAMMING CHANGE /OMISSION/ERROR**	☐ **OTHER:**

PROPOSED BUDGET IMPACTS

TOTAL AMOUNT: **$298,875**

DESCRIPTION OF RESPONSE

DESCRIBE REQUESTED NEXT STEPS:

DWD makes a final decision on this change request.

If the change request is approved it will have to be included in the 12th contract amendment..

DISPOSITION REVIEW	
DISPOSITION: ☐ Approved ☐ Rejected	
DWD EXECUTIVE SPONSORS:	DATE:
DWD PROJECT MANAGER:	DATE:
PROJECT DIRECTOR:	DATE:
SDLC PROJECT MANAGER:	DATE:

EXHIBIT B

UIM DEFECT SEVERITY & PRIORITY DEFINITIONS, VERSION 1.2

1 Document Identification

Title: UIM Defect Severity & Priority Definitions

File Name: UIM Defect Severity & Priority Definitions.doc

1.1 About This Document

This document describes the defect severity and priority definitions used for functional and system testing of the UIM Uplink application.

1.2 Revision History

Date	Initials	Version	Section Updated	Notes
9/10/08	MDH	1.0	N/A	Document created
9/11/08	MDH	1.1	All	Re-ordered document & added quick reference page.
9/19/08	MDH	1.2	3.1; 4.2	Added examples to the severity level definitions.

2 Defect Priority

Priority describes the impact on project progress and end-user acceptance of the final application.

2.1 Priority Scale

Priority Level	Definition
1-Resolve Immediately	The defect must be fixed prior to go-live. Additionally, the defect is preventing the project team from accomplishing a major milestone. For example, Functional Test Execution Completion.
2-Give High Attention	The defect must be fixed prior to go-live, but is not affecting test progress; a work around exists.
3-Normal Queue	A fix for the defect is desired prior to go-live, though not required.
4-Low Priority	Fix when convenient; will likely be fixed post go-live.

3 Defect Severity

Severity is the technical impact on the system; the system's ability to function per the design artifacts.

3.1 Severity Scale

Severity Level	Definition
1 – Critical	♦ Loss of data ♦ Incorrect data ♦ Incorrect business logic ♦ Total system crash (application freeze, user logged out, browser closes) ♦ Main menu item failure (Unable to access any sub-menu item under a single main menu item)
2 – Major	♦ Single sub-menu item (screen) is inaccessible ♦ Clicking on an action button generates an Uplink error ♦ Batch process doesn't run when started manually ♦ Action button that adds, modifies, or deletes data does not perform expected action
3 – Average	♦ Single sub-menu item (screen) is inaccessible; other method to access screen exists ♦ Boundary condition checks fail (field length, number format, date format, required field) ♦ Data is correct in database, but displayed incorrectly on screen ♦ Screen does not refresh correctly when data in screen header changes ♦ Incorrect error message ♦ Navigation action button or hyperlink does not flow to expected screen
4 – Minor	♦ Cosmetic issue (screen color, field alignment) ♦ Spelling or grammar error ♦ Field navigation (tab order) ♦ Data sorting in list boxes not working ♦ Problem with on-line help ♦ Enhancement request

4 Defect Priority and Severity Quick Reference

Defect Priority	
Priority Level	**Definition**
1-Resolve Immediately	The defect must be fixed prior to go-live. Additionally, the defect is preventing the project team from accomplishing a major milestone. For example, Functional Test Execution Completion.
2-Give High Attention	The defect must be fixed prior to go-live, but is not affecting test progress; a work around exists.
3-Normal Queue	A fix for the defect is desired prior to go-live, though not required.
4-Low Priority	Fix when convenient; will likely be fixed post go-live.
Defect Severity	
Severity Level	**Definition**
1 – Critical	• Loss of data • Incorrect data • Incorrect business logic • Total system crash (application freeze, user logged out, browser closes) • Main menu item failure (Unable to access any sub-menu item under a single main menu item)
2 – Major	• Single sub-menu item (screen) is inaccessible • Clicking on an action button generates an Uplink error • Batch process doesn't run when started manually • Action button that adds, modifies, or deletes data does not perform expected action
3 – Average	• Single sub-menu item (screen) is inaccessible; other method to access screen exists • Boundary condition checks fail (field length, number format, date format, required field) • Data is correct in database, but displayed incorrectly on screen • Screen does not refresh correctly when data in screen header changes • Incorrect error message • Navigation action button or hyperlink does not flow to expected screen
4 – Minor	• Cosmetic issue (screen color, field alignment) • Spelling or grammar error • Field navigation (tab order) • Data sorting in list boxes not working • Problem with on-line help • Enhancement request

EXHIBIT C

POSTPONED FUNCTIONALITY

Postponed Functionality - Benefits

Functional Area/Function
1099's
Data Validation
Remaining Management Reports
Federal Reports • ETA 207 Non Monetary Determination Activity (multiple claim levels) • ETA 218 Benefit Rights & Experience (multiple claim levels) • ETA 586 Interstate Combined Wage • ETA 9016 Alien Claims Activity • ETA 9048 Profiling & Re-employment Services • ETA 9049 Profiling & Re-employment Services Outcomes
Job Service Interface
Interfaces (103 Services, Profile Scores, Profile Services, Workers Compensation Verification, Non Registered Claimants, 1099's)

Postponed Functionality - Tax

Functional Area/Function
Registration
• Extended 2837 Data Capture
• New employer setups- registered thru data capture of paper document
ESS Profile Maintenance
• Common Paymaster Maintenance
• Software Company Maintenance
• Employer selection of Preferred Method of Communication
• Employer tax appeals online
• Auto-generation of UC1 (quarterly report from wage adjustment)
ESS Adjustments
• Employer online entry of quarterly report and wage adjustments
• Rate Calculator not available to employer in ESS
Federal Certification
• Auto generation of federal certification from adjustments
Collections
• Generation and Maintenance of Warrants
• Redesign Collection process to include Collections vendor activities
• Write–Off of liabilities
• IWT Payment Agreements and Monthly Billing Statements
• Tickler message for collector for past due work items
• Collection Account assigned to specific collector
Field Audit
• Investigation and request audit worksheet
• Download Audit
• Print Image Cover Sheet
• Assign Audits from Pools
• Maintain Audit Pools
• Laptop Application
Workflow

• Auto escalation of work item to manager
• Ability to relate Workflow items and/or images to a case (I&P Waivers & Rate Recalc.)
• Workflow item will not display link to resolve item in Core (required to access from Core menu)
Federal Reports
• ETA 581 Contribution Operations • ETA 204 Experience Rating Report, Section C Benefits Ratio, Section C Reserve Ratio • ETA 205 Average Employer Tax Rates
Interfaces (Annual Federal Certification, Clerk/Sheriff and other Costs, Potential Liable Quarterly Crossmatch, Wage Request/Response ICVTE, UI Wage Evaluation Part 1, ETA 204 Reporting)
TPS
• All universe creation except Rating
• Automatic build of image case
• Questionnaires
• Reporting – TPS
Data Validation

Postponed Functionality - Appeals

Functional Area/Function
Data Validation

EXHIBIT D

SUMMARY OF THE PROJECT PLAN DATED 3/4/2010

ID		Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors	Notes	Resource Names
1		UIM Project Completion	433 days	Mon 12/7/09	Tue 8/23/11	Mon 12/7/09	NA			
2		Initial Deployment	358 days	Mon 12/7/09	Wed 5/10/11	Mon 12/7/09	NA			
3		Complete Current Defects	95 days	Mon 12/7/09	Fri 4/23/10	Mon 12/7/09	NA			
4		Benefits	95 days	Mon 12/7/09	Fri 4/23/10	Mon 12/7/09	NA			
39		Tax	70 days	Wed 12/9/09	Mon 3/22/10	Wed 12/9/09	NA			
61	√	Appeals	57 days	Mon 12/7/09	Mon 3/1/10	Mon 12/7/09	Mon 3/1/10			
75	√	Common	20 days	Wed 12/16/09	Mon 1/18/10	Wed 12/16/09	Mon 1/18/10			
76	√	DWD Management Reports	15 days	Tue 2/9/10	Mon 3/1/10	Tue 2/9/10	Mon 3/1/10			
78	√	Federal Reports	38 days	Mon 12/14/09	Tue 2/9/10	Mon 12/14/09	Tue 2/9/10			
81		DWD Thunderhead Template Defects	57 days	Wed 2/3/10	Fri 4/23/10	Wed 2/3/10	NA			
82		Benefits	57 days	Wed 2/3/10	Fri 4/23/10	Wed 2/3/10	NA			
91		Tax	33 days	Thu 2/4/10	Mon 3/22/10	Thu 2/4/10	NA			
96	√	Appeals	10 days	Tue 2/16/10	Mon 3/1/10	Tue 2/16/10	Mon 3/1/10	61FF		
97		Interfaces – DWD End-to-End Tests	67 days	Mon 12/7/09	Mon 3/15/10	Mon 12/7/09	NA			
98	√	DWD Scheduling of tests	22 days	Mon 12/7/09	Fri 1/8/10	Mon 12/7/09	Fri 1/8/10			
99		Test Benefits Interfaces	49 days	Tue 1/5/10	Mon 3/15/10	Tue 1/5/10	NA			
133	√	Test Tax Interfaces	46 days	Mon 12/7/09	Fri 2/12/10	Mon 12/7/09	Fri 2/12/10			
154		Change Requests	147 days	Wed 12/16/09	Tue 7/20/10	Wed 12/16/09	NA			
155		EUC3/4	86 days	Wed 12/16/09	Wed 4/21/10	Wed 12/16/10	NA			

ID		Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors	Notes	Resource Names
165		Deployment Improvements for Data Volumes	103 days	Mon 2/22/10	Tue 7/20/10	Mon 2/22/10	NA			
178		Collections for Premier	40 days	Mon 2/15/10	Mon 4/12/10	Mon 2/15/10	NA			
183		National Director of New Hires Interface	64 days	Wed 2/10/10	Wed 5/12/10	Wed 2/10/10	NA			
188		Court Case Changes	26 days	Mon 2/22/10	Mon 3/29/10	Mon 2/22/10	NA			
197		EB Trigger/Eligibility Changes	28 days	Thu 2/11/10	Mon 3/22/10	Thu 2/11/10	NA			
202		Benefit Wage Changes	33 days	Thu 2/11/10	Mon 3/29/10	Thu 2/11/10	NA			
206		Work Search Changes	28 days	Thu 2/11/10	Mon 3/22/10	Thu 2/11/10	NA			
210		Non-Monetary Penalties	40 days	Thu 2/11/10	Thu 4/8/10	Thu 2/11/10	NA			
215		ALJ Charging Penalty to Employer	63 days	Fri 2/12/10	Thu 5/13/10	Fri 2/12/10	NA			
223		Functional Testing	102 days	Tue 3/2/10	Tue 7/27/10	Tue 3/2/10	NA			
224		Benefits	66 days	Thu 4/22/10	Tue 7/27/10	NA	NA			
267		Tax	80 Days	Tue 3/2/10	Thu 6/24/10	Tue 3/2/10	NA			
292		Appeals	67 Days	Tue 3/16/10	Mon 6/21/10	NA	NA			
305		System Testing – Vendor	40 days	Tue 6/22/10	Tue 8/17/10	NA	NA			
309		DWD Data Cleansing	113 days	Mon 12/7/09	Thu 5/20/10	Mon 12/7/09	NA			
313		Performance Testing	119 days	Mon 12/7/09	Fri 5/28/10	Mon 12/7/09	NA			
332		Initial Deployment – Uplink/Core Code Release 1	0 days	Tue 8/17/10	Tue 8/17/10	NA	NA	266,291,304,308		
333		System Set Up and Prep (DWD)	60 days	Mon 5/24/10	Tue 8/17/10	NA	NA			
337		DWD End User Training Prep	120 days	Tue 3/16/10	Fri 9/3/10	NA	NA			
349		UAT (DWD)	27 days	Wed 8/18/10	Fri 9/24/10	NA	NA			
353		Mock Deployment – Final -- for flagged emps/claimants	16 days	Fri 7/23/10	Fri 8/13/10	NA	NA			

ID		Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors	Notes	Resource Names
356		Deployment Ready – Initial Implementation	0 days	Fri 9/24/10	Fri 9/24/10	NA	NA	333,349,353	Start of Go-Early	
357		5 Day Blackout Window	5 days	Tue 9/28/10	Sat 10/2/10	NA	NA		9/27 start at 7pm	
358		Initial Deployment Complete	0 days	Fri 10/8/10	Fri 10/8/10	NA	NA			
359		Final Acceptance: Initial Deployment	21 days	Fri 10/8/10	Tue 11/9/10	NA	NA	358		
360		Initial Deployment Warranty Period	126 days	Wed 11/10/10	Tue 5/10/11	NA	NA	359		
361		**Final Implementation**	259 days	Wed 8/18/10	Tue 8/23/11	NA	NA			
362		**Benefits Postponed Functionality**	80 days	Wed 8/18/10	Tue 12/14/10	NA	NA	332		
363		**Benefits Postponed Functions**	80 days	Wed 8/18/10	Tue 12/14/10	NA	NA			
367		**Postponed Benefits Interfaces**	73 days	Wed 8/18/10	Fri 12/3/10	NA	NA			
403		**Tax Postponed Functionality**	81.12 days	Wed 8/18/10	Thu 12/16/10	NA	NA	332		
404		**Tax – Postponed Functions**	81.12 days	Wed 8/18/10	Thu 12/16/10	NA	NA			
456		**Postponed Tax Interfaces**	60 days	Wed 8/18/10	Fri 11/12/10	NA	NA			
487		**Appeals Postponed Functionality**	16 days	Wed 9/15/10	Tue 10/5/10	NA	NA	332		
489		**Additional Postponed Defects**	85.7 days	Wed 8/18/10	Wed 12/22/10	NA	NA	332		
493		Functional Testing – Postponed Functionality	70 days	Thu 9/16/10	Mon 1/3/11	NA	NA	362FF+5 days, 403FF+5 days, 487		
494		System Regression Test – Postponed Functionality	10 days	Mon 1/3/11	Tue 1/18/11	NA	NA	493		
495		Ulink/Core Code Release 2	0 days	Tue 1/18/11	Tue 1/18/11	NA	NA	494		
496		DWD UAT – Postponed Functionality	10 days	Tue 1/18/11	Tue 2/1/11	NA	NA	495		
497		Deployment Ready – Final Implementation	0 days	Tue 2/1/11	Tue 2/1/11	NA	NA	496		
498		Final Implementation Complete	0 days	Sat 2/5/11	Sat 2/5/11	NA	NA			
499		Final Acceptance: Final Implementation	15 days	Sat 2/5/11	Thu 2/24/11	NA	NA	498		

ID		Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors	Notes	Resource Names
500		Final Implementation Warranty Period	130 days	Fri 2/25/11	Tue 8/23/11	NA	NA	499		

The task timelines and dates set forth in this Exhibit D shall be utilized by the parties on a continuing and ongoing basis to manage the completion of the project and monitor the progress of the completion of the Services. The parties acknowledge that, with the exception of the Initial Deployment Date and the Final Implementation Date, said task timelines or dates may be subject to change. Notwithstanding the foregoing, the State reserves its rights under Article 10 of the UIM Agreement, subject to the 45 day grace period set forth in Section 3.5.