



"We're working to keep New Hampshire working"

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

LEGAL SECTION  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



March 24, 2021

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, NH 03301

**REQUESTED ACTION UNDER RSA 21-P:43; RSA 4:45; RSA 4:47; AND EXECUTIVE ORDER 2020-04, AS EXTENDED BY EXECUTIVE ORDERS 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, AND 2021-04.**

Authorize New Hampshire Employment Security ("NHES") to enter into a **Sole Source Contract** Amendment with Maximus Health Services, Inc. Reston, VA, ("Maximus" or "Vendor") increasing the contract amount by \$2,153,363.16 from \$6,401,879.00 to \$8,555,242.16 and extending the current completion date from March 31, 2021 to June 30, 2021. 100% Other funds.

The original contract was approved by the Governor on July 1, 2020 pursuant to RSA 21-P:43; RSA 4:45; and RSA 4:47 and subsequently presented to the Governor and Executive Council as Informational Item #Q on August 5, 2020. Amendment #1 was approved by the Governor on September 20, 2020 pursuant to RSA 21-P:43; RSA 4:45; and RSA 4:47 and presented to the Governor and Executive Council as Informational Item #W on November 18, 2020. Amendment #2 was approved by the Governor on December 30, 2020 pursuant to RSA 21-P:43; RSA 4:45; and RSA 4:47 and presented to the Governor and Executive Council as Informational Item #S on January 22, 2021.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

02-27-27-270010	DEPT OF EMPLOYMENT SECURITY	SFY 2021
10-02700-80400000-102-500731	Contracts for Program Services	\$2,053,363.16
10-02700-80410000-102-500731	Contracts for Program Services	\$100,000.00

**EXPLANATION**

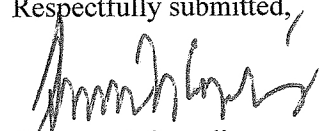
This is a Sole Source contract amendment with Maximus to facilitate continued delivery of Call Center services to individuals utilizing the unemployment compensation system. Maximus is the vendor currently responsible for providing Call Center support and services to individuals utilizing the unemployment compensation hotline.

As we continue to serve an unprecedented number of claimants using the unemployment compensation system during the extended pandemic period, we must continue to ensure that we have a telephone system that is best equipped to handle the ongoing high volume of calls, with Call Center staffing sufficient for

continued elevated workloads. Thus far during the pandemic, the unemployment hotline has received over 937,000 calls. This amendment allows for an additional three months of Call Center services which reduces the burden on agency staffing resources and enhances the telephony infrastructure for the State.

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

Respectfully submitted,



George N. Copadis  
Commissioner

Attachments

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04 and suspend the Manual of Procedures 150 V. B. 1. requirement.

March 30, 2021

Date



Name: Governor Christopher T. Sununu

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY  
UNEMPLOYMENT HOTLINE CENTER SUPPORT CONTRACT**

**CONTRACT AMENDMENT #3**

WHEREAS, in accordance with an Agreement approved by Governor Sununu on July 1, 2020 pursuant to RSA 4:45, RSA 21-P:43 and presented as an informational item at the Governor and Council meeting held on August 5, 2020, Informational Item #Q, hereinafter referred to as "Agreement," Maximus Health Services, Inc. ("Maximus" or "Vendor") agreed to provide Call Center delivery and support services based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement Form P-37, Section 17, the Agreement may be amended only by an instrument in writing signed by the parties thereto, and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated September 17, 2020, and presented as an informational item at the Governor and Council meeting held on November 18, 2020 (Information Item #W), to utilize telephone architecture providing more efficient and direct call mapping to deal with increased volumes of claims in connection with new programming and to increase the amount of the contract by \$30,000.00 from \$4,317,395.00 to \$4,347,395.00;

WHEREAS, the Agreement was further modified by Contract Amendment #2 dated December 22, 2020, and presented as an informational item at the Governor and Council meeting held on January 22, 2021 (Information Item #S), to reflect a change in the Vendor's entity name to Maximus US Services, Inc., to extend the completion date of the contract from December 31, 2020 to March 31, 2021, and to increase the amount of the contract by \$2,054,484.00 from \$4,347,395.00 to \$6,401,879.00;

WHEREAS, in light of the continued impact of the pandemic on unemployment levels, circumstances are expected to continue to warrant the emergency need for Maximus to provide Call Center delivery and support services due to the unprecedented volume of calls, currently totaling over 937,000 calls since March 17, 2020, when access to unemployment benefits was expanded, first by Governor Sununu and then through implementation of the federal CARES Act programs, Lost Wages Assistance program, and Continued Assistance for Unemployed Workers Act of 2020, as individuals continue to need to access information regarding the Unemployment System during the COVID-19 pandemic;

WHEREAS, NHES wishes to extend the duration of the contract and increase the contract price by \$2,153,363.16, increasing the Agreement total from \$6,401,879.00 to a new total of \$8,555,242.16 through the amended completion date.

Initial all pages  
Vendor Initials DHB

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

1. Amend Section 1.7 of the Agreement P-37 Form by extending the Completion Date from March 31, 2021 to June 30, 2021.
2. Amend Section 1.8 of the Agreement P-37 Form by increasing the Price Limitation from \$6,401,879.00 to \$8,555,242.16.
3. Amend the first paragraph of Exhibit B, Scope of Work, Section 2 to read:

“In consideration of the services to be performed by MAXIMUS, the State agrees to pay Contractor in accordance with the payment provisions specified in Exhibit C, a sum not to exceed \$8,555,242.16, as set forth in P-37 General Provisions - Block 1.8: Price Limitation.”

4. Amend the second paragraph of Exhibit B, Scope of Work, Section 3.1 to read:

“The Term shall end on June 30, 2021 under the terms and conditions contained in the Contract.

5. Amend Exhibit B, Scope of Work, Section 7.5 by adding a new Section 7.5.7 as follows:

“Provide additional Call Center support as needed in connection with the COVID-19 pandemic, retroactive to March 1, 2021.”

6. Amend Exhibit C, Payment Schedule, Section 1 to read as follows:

“1. Payment Provisions

“All charges by MAXIMUS under this Contract shall be at a fixed price in accordance with the schedules set forth in Tables 1 and 2 below.

The maximum dollar amount payable under this contract is not intended as any form of guaranteed amount. The Contractor will be paid for products actually delivered or performed through June 30, 2021, as specified in Exhibit B, up to the maximum allowable amount specified in the P-37 General Provisions – Block 1.8 Price Limitation.”



7. Amend Exhibit C, Payment Schedule, Section 2, to read:

Table 1: Payment Schedule:

Deliverables	Payment Amount
Call Center Remote Support – One Time Implementation Costs	\$223,427.00
Monthly fees based on call volumes: (\$8,529.10 per agent) x (80 agents) x 12 months	\$8,187,936.00
Fixed Cost for IVR Development – One Time Cost	\$18,362.52
Estimated usage cost per month (\$0.013 per minute cost for IVR)	\$25,516.64
Not to exceed budgeted cost for additional Call Center Support in connection with the COVID-19 pandemic (rate of \$67.85 per hour worked for Maximus overtime)	\$100,000.00
Total Cost	\$8,555,242.16

8. Amend Exhibit C, Payment Schedule, Section 2.3 to read as follows:

“Notwithstanding any other provisions of this Contract, in no event shall the total payment made by the State exceed \$8,555,242.16. 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.”

Except as provided herein, all provisions of the Agreement will remain in full force and effect. This modification will take effect upon the date of approval by the Governor of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below:

  
Dylan H. Bloomberg  
Maximus US Services, Inc.

Date: 3/22/2021

Initial all pages  
Vendor Initials DHB

Amir Amir

Date: 3/24/21

/s/ Stacie M. Moeser

State of New Hampshire  
Department of Justice

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Date: \_\_\_\_\_

Vendor Initials

DHB

**CERTIFICATE OF AUTHORITY**

I, David R. Francis, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Maximus U.S. Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 19, 2012, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Dyan Blomberg (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Maximus U.S. Services, Inc. to enter into contracts or agreements with the State  
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: March 15, 2021

David R. Francis  
Signature of Elected Officer  
Name: David R. Francis  
Title: Secretary

STATE OF VIRGINIA

County of Fairfax

The foregoing instrument was acknowledged before me this 15th day of March, 2021,

By David R. Francis  
(Name of Elected Clerk/Secretary/Officer of the Agency)



Yuchin Song Miller  
(Notary Public/Justice of the Peace)

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIMUS US SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. 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: **607628**

Certificate Number: **0005057571**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of December A.D. 2020.

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/16/2020

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

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

<b>PRODUCER</b> Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> MAXIMUS Services, LLC 1891 Metro Center Drive Reston VA 20190 USA	<b>INSURER A:</b> Zurich American Ins Co	16535
	<b>INSURER B:</b> American Zurich Ins Co	40142
	<b>INSURER C:</b> XL Specialty Insurance Co	37885
	<b>INSURER D:</b> National Union Fire Ins Co of Pittsburgh	19445
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 570083453092**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 CERTIFICATION 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			GLO509621805	05/01/2020	05/01/2021	EACH OCCURRENCE	\$2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000	
							MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$4,000,000	
	OTHER:								
A	<b>AUTOMOBILE LIABILITY</b>			BAP 5096219 05	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)		
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)		
							PROPERTY DAMAGE (Per accident)		
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	OCCUR	US00075267LI20A	05/01/2020	05/01/2021	EACH OCCURRENCE	\$10,000,000	
	<input type="checkbox"/> <b>EXCESS LIAB</b>		CLAIMS-MADE				AGGREGATE	\$10,000,000	
	DED <input checked="" type="checkbox"/>	RETENTION \$10,000							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC509621605 Deductible \$350,000 WC509621705 Wisconsin	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
									E.L. DISEASE-POLICY LIMIT
D	<b>E&amp;O-PL-Primary</b>			015908012 Claims Made SIR applies per policy terms & conditions	08/01/2020	08/01/2021	Per Claim/Agg	\$10,000,000	
							SIR	\$10,000,000	

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

Cyber Liability: Network Interruption, Security and Privacy Liability and Media Content Liability is included in the E&O policy. A Severability of Interest Clause is included under the General Liability policy. RE: New Hampshire Employment Security Call Center Services. New Hampshire Employment Security is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability,

**CERTIFICATE HOLDER****CANCELLATION**

New Hampshire Employment Security Attn: George N. Copadis, Commissioner 45 South Fruit Street Concord NH 03104 USA	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  <i>Aon Risk Services Inc. of Washington D.C.</i>

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED MAXIMUS Services, LLC	
POLICY NUMBER See Certificate Number: 570083453092			
CARRIER See Certificate Number: 570083453092	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Automobile Liability, Umbrella Liability, Professional Liability and Employer's Liability policies. Please see attached addendum.



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services, Inc. of Washington, D.C.		NAMED INSURED MAXIMUS Services, LLC
POLICY NUMBER See Certificate Number: 570083453092		
CARRIER See Certificate Number: 570083453092	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### NOC

with respect to the General Liability, Automobile Liability and workers' Compensation policies: A. If Zurich should cancel or non-renew this coverage Part (s) by written notice to the first Named Insured for any reason other than nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation or non-renewal. 1. To the name and address corresponding to each person or organization shown in the Schedule; Certificate holders as required by written contract. 2. At least 60 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured. 3. If Zurich should cancel this Coverage Part (s) by written notice to the first Named Insured for nonpayment of premium, Zurich will mail or deliver a copy of such written notice of cancellation to the name and address for certificate holders where this is required by written contract, at least 10 days prior to the effective date of such cancellation. B. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2020

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

<b>PRODUCER</b> Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 410000000170														
<b>INSURED</b> MAXIMUS Services, LLC 1891 Metro Center Drive Reston VA 20190 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Travelers Casualty &amp; Surety Co of America</td><td>31194</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Travelers Casualty & Surety Co of America	31194	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Travelers Casualty & Surety Co of America	31194														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** 570083454986**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: New Hampshire Employment Security Call Center Services.

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	X	PROPERTY	US00078612PR20A	05/01/2020	05/01/2021	BUILDING			
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY		
		BASIC				BUILDING	BUSINESS INCOME		
		BROAD				CONTENTS	EXTRA EXPENSE		
	X	SPECIAL				RENTAL VALUE			
		EARTHQUAKE				BLANKET BUILDING			
		WIND				BLANKET PERS PROP			
		FLOOD				BLANKET BLDG & PP			
	X	Loss Limit Ded				\$50,000	X	Loss Limit	\$10,000,000
	INLAND MARINE	TYPE OF POLICY							
	CAUSES OF LOSS	POLICY NUMBER							
	NAMED PERILS								
B	X	CRIME	105973769	08/01/2020	08/01/2021	X Employee Dishonesty	\$5,000,000		
		TYPE OF POLICY Crime - Primary	SIR applies per policy terms & conditions			X Deductible	\$500,000		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN								

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**New Hampshire Employment Security  
Attn: George N. Copadis, Commissioner  
45 South Fruit Street  
Concord NH 03104 USA

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

*Aon Risk Services Inc. of Washington D.C.*

Holder Identifier :

570083454986

CERTIFICATE NUMBER:





GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 31, 2020

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

### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, and suspension of Manual of Procedures 150, V, B, I requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a Contract Amendment with Maximus US Services, Inc. of Reston, VA, increasing the contract amount by \$2,054,484 from \$4,347,395 to \$6,401,879 and extend the current completion date of December 31, 2020 to March 31, 2021. 100% Other funds.

The original contract was approved by the Governor on July 1, 2020 pursuant to RSA 21-P:43; RSA 4:45; and RSA 4:47 and subsequently presented to the Governor and Executive Council as Informational Item #Q on August 5, 2020. Amendment #1 was approved by the Governor on September 20, 2020 pursuant to RSA 21-P:43; RSA 4:45; and RSA 4:47 and subsequently presented to the Governor and Executive Council as Informational Item #W on November 18, 2020.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2021</u>
10-02700-80410000-102-500731	Contracts for Program Services	\$2,054,484

### EXPLANATION

This is a Sole Source contract amendment with Maximus to allow continued delivery of Call Center services to individuals utilizing the unemployment compensation system. Maximus is the vendor currently responsible for providing Call Center support and services to individuals utilizing the unemployment hotline.

As we continue to plan ahead and be prepared for whatever the pandemic might bring in terms of impact on the unemployment compensation system, we want to continue to ensure that we have a telephone system that is best equipped to handle a potential increase in claims volume and appropriate for the continued high volume of calls. Thus far during the pandemic, the unemployment hotline has received

nearly 830,000 calls. This amendment allows for an additional three months of Call Center services, which results in less of a burden on staffing resources and on the telephony infrastructure for the state.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Copadis", written in a cursive style.

George N. Copadis  
Commissioner

Attachments



**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY  
UNEMPLOYMENT HOTLINE CALL CENTER SUPPORT CONTRACT**

**CONTRACT AMENDMENT #2**

WHEREAS, pursuant to an Agreement approved by Governor Sununu on July 1, 2020 pursuant to RSA 4:45, RSA 21-P:43 and presented as an informational item at the Governor and Council meeting held on August 5, 2020, Informational Item #Q, hereinafter referred to as "Agreement," Maximus Health Services, Inc. ("Maximus" or "Vendor") agreed to provide Call Center delivery and support services, based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement Form P-37 Section 17, the Agreement may be amended only by an instrument in writing signed by the parties thereto, and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, said Agreement was modified by Contract Amendment #1 dated September 17, 2020, and presented as an informational item at the Governor and Council meeting held on November 18, 2020 (Informational Item #W), to utilize telephony architecture providing more efficient and direct call mapping to deal with increased volumes of claims in connection with new programming and to increase the amount of the contract by \$30,000.00 from \$4,317,395.00 to \$4,347,395.00;

WHEREAS, effective October 1, 2020, Maximus underwent a change in entity name to Maximus US Services, Inc., which change has been registered with the NH Secretary of State;

WHEREAS, in light of the continued impact of the pandemic on unemployment levels, circumstances are expected to continue to warrant the emergency need for Maximus to provide Call Center delivery and support services due to the unprecedented volume of calls, currently totaling over 830,000 calls since March 17<sup>th</sup> when access to unemployment benefits was expanded, first by Governor Sununu and then through implementation of the federal CARES Act and Lost Wages Assistance program, as individuals continue to need to access information regarding the unemployment system during the COVID-19 pandemic;

WHEREAS, NHES wishes to extend the duration of the contract and increase the contract price by \$2,054,484.00, increasing the Agreement total from \$4,347,395.00 to a new total of \$6,401,879.00 through the amended completion date.

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

The General Provisions of the Agreement, including but not limited to, the P-37 Form and Exhibits A - E, are hereby amended as follows:

- I. Amend Section 1.3 of the Agreement P-37 Form by changing the Contractor Name from "Maximus Health Services, Inc." to "Maximus US Services, Inc."

2. Amend Section 1.7 of the Agreement P-37 Form by extending the Completion Date from December 31, 2020 to March 31, 2021.
3. Amend Section 1.8 of the Agreement P-37 Form by increasing the Price Limitation from \$4,347,395.00 to \$6,401,879.00.
4. Amend Exhibit B, Scope of Work, Section 2 by deleting and replacing the existing first paragraph, as follows:

"In consideration of the services to be performed by MAXIMUS, the State agrees to pay Contractor in accordance with the payment provisions specified in Exhibit C, a sum not to exceed \$6,401,879.00, as set forth in P-37 General Provisions – Block 1.8: Price Limitation."

5. Amend Exhibit B, Scope of Work, Section 3.1 by deleting and replacing the existing second paragraph, as follows:

"The Term shall end on March 31, 2021 and the State shall have the option to extend the term in increments not to exceed three months in duration through and including June 30, 2021, under the terms and conditions contained in the Contract and subject to approval by the New Hampshire Governor and Executive Council unless no such approval is required pursuant to State law, rule, or policy."

6. Amend Exhibit B, Scope of Work, Section 7.5, by adding a new Section 7.5.6, as follows:

"Provide additional support to the NHES Legal Collections Unit by receiving and responding to inquiries from claimants and other members of the public regarding unemployment compensation programs, and providing technical assistance in the area of overpayment recovery, including but not limited to providing information regarding claimants' responsibilities with respect to overpayments of benefits, sending out and assisting claimants with financial affidavits and other forms related to waivers of overpayments, assisting with payment plans, and discussing appeal rights and other options."

7. Amend Exhibit C, Payment Schedule, Section 1, by deleting and replacing the existing Section 1, as follows:

"1. PAYMENT PROVISIONS

All charges by MAXIMUS under this Contract shall be at a fixed price in accordance with the schedules set forth in Tables 1 and 2 below.

The maximum dollar amount payable under this contract is not intended as any form of guaranteed amount. The Contractor will be paid for products actually delivered or performed through March 31, 2021, as specified in Exhibit B, up to the maximum allowable amount specified in the P-37 General Provisions – Block 1.8: Price Limitation."

8. Amend Exhibit C, Payment Schedule, Section 2, by deleting and replacing the existing Table 1: Payment Schedule, as follows:

Table 1: Payment Schedule:

Deliverables	Payment Amount
Call Center Remote Support – One Time Implementation Costs	\$223,427.00
Monthly fees based on call volumes: (\$8,529.10 per agent) x (80 agents) x 9 months	\$6,140,952.00
Fixed Cost for IVR Development – One Time Cost	\$18,362.52
Estimated usage cost per month (\$0.013 per minute cost for IVR)	\$19,137.48
<b>Total Cost</b>	<b>\$6,401,879.00</b>

9. Amend Exhibit C, Payment Schedule, Section 2.3 by deleting and replacing the existing paragraph, as follows:

"Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$6,401,879.00. 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."

10. Amend Exhibit D, Other Provisions for Call Center Professional Services, Section 3, by deleting and replacing the existing Dispute Resolution Responsibility and Schedule Table, as follows:

Dispute Resolution Responsibility and Schedule Table:

Level	MAXIMUS	The State	Cumulative allotted time
First	Venika Powell	Pamela Szacik	5 Business Days
Second	Wayne Day	Richard Lavers	10 Business Days
Third	Kenneth Fisher	George Copadis	15 Business Days

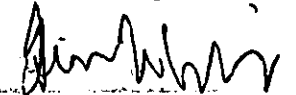
Except as provided herein, all provisions of the Agreement will remain in full force and effect. This modification will take effect upon the date of approval by the Governor of the State of New Hampshire.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below:

  
Dylan H. Blomberg  
Maximus US Services, Inc.

Date: 12/21/2020

State of New Hampshire

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

Date: 12/22/20

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

  
State of New Hampshire, Department of Justice

Date: 12/23/2020

Governor Approval

\_\_\_\_\_  
Date: \_\_\_\_\_

Initial all pages  
Vendor Initials DHB

CERTIFICATE OF AUTHORITY

1. DAVID FRANCIS, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Maximus U.S. Services, Inc. ("MUSS")  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 19, 2012, at which a quorum of the Directors/shareholders were present and voting:  
(Date)

VOTED: That DYAN BLOMBERG, DIRECTOR (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of MUSS to enter into contracts or agreements with the State  
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 12/11/20

David Francis  
Signature of Elected Officer  
Name: DAVID FRANCIS  
Title: SECRETARY

Virginia  
STATE OF NEW HAMPSHIRE

County of Fairfax

The foregoing instrument was acknowledged before me this 11th day of Dec., 2020

By David Francis  
(Notary Public/Clerk/Secretary/Officer of the Agency)



Yuchin Song-Miller  
(Notary Public/Officer of the Peace)



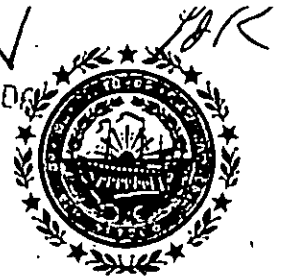
New Hampshire  
Employment  
Security

*"We're working to keep New Hampshire working"*

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

OCT 22, 2020 PM 2:11  
**ADMINISTRATIVE OFFICE**  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



#W  
11/18/20

October 26, 2020

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

### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18 and 2020-20, and suspension of Manual of Procedures 150, V, B, 1 requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a Contract Amendment with Maximus Health Services, Inc. Reston, VA, increasing the contract amount by \$30,000 from \$4,317,395 to \$4,347,395. This amendment is paid with 100% Other funds.

The original contract was approved by the Governor and Council on July 1, 2020 pursuant to RSA 21-P:43; RSA 4:45, and RSA 4:47 and subsequently presented as an informational item to the Governor and Executive Council on August 5, 2020 as Informational Item Q.

Funding is available in State FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2021</u>
10-02700-80410000-102-500731	Contracts for Program Services	\$30,000

### EXPLANATION

This is a Sole Source Contract Amendment with Maximus to allow further improvement and efficiency in the delivery of services to individuals utilizing the unemployment compensation system. Maximus is the vendor currently responsible for providing Call Center support and services to individuals using the unemployment hotline. This amendment allows for the transitioning of certain components of the telephony architecture supporting the unemployment hotline from the state system to a system to be developed and provided by the vendor.

As we continue to plan ahead and prepare for whatever the pandemic might bring in terms of impact on the unemployment compensation system, NHES wants to continue to make sure that we have a telephone system that is best equipped to handle steady high volume as well as a potential increase in claim volume. Thus far during the pandemic, the unemployment hotline has received nearly 700,000 calls. This amendment allows for the streamlining of the telephony system having Maximus develop and maintain



an Interactive Voice Response (IVR) component of the call system which will reduce the burden on state telephony infrastructure and, in turn, provide for a more direct experience for the customer.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", written in a cursive style.

George N. Copadis  
Commissioner

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE EMPLOYMENT SECURITY  
UNEMPLOYMENT HOTLINE CALL CENTER SUPPORT CONTRACT**

**CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor Sununu on July 1, 2020 pursuant to RSA 4:45, RSA 21-P:43 and presented as an informational item at the Governor and Council meeting held on August 5, 2020, Informational Item #Q, hereinafter referred to as "Agreement," Maximus Health Services, Inc. ("Maximus" or "Vendor") agreed to provide Call Center delivery and support services, based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement Form P-37 Section 17, the Agreement may be amended only by an instrument in writing signed by the parties thereto, and only after approval of such amendment by the Governor and Executive Council;

WHEREAS, circumstances are expected to continue warranting the emergency need for Maximus to provide Call Center delivery and support services due to the unprecedented volume of calls, currently totalling over 660,000 calls since March 17<sup>th</sup> when Governor Sununu first expanded access to unemployment benefits, as individuals continue to need to access information regarding the unemployment system during the COVID-19 pandemic;

WHEREAS, due to the original telephony architecture in place prior to the Agreement, NHES elected to utilize the existing Interactive Voice Response ("IVR") system developed by the State Department of Information Technology ("DoIT") to be coupled with the telephony architecture developed and managed by Maximus;

WHEREAS, the combination of the State developed IVR together with the Maximus developed and managed telephone system has proven to be overly complicated, requiring a larger percentage of the State's overall telephony capacity than can be devoted to one single state agency;

WHEREAS, the parties wish to redesign the telephony architecture in order to provide direct initial call flow to the vendor and then direct escalation into the state system as necessary;

WHEREAS, the parties desire to be prepared for a continued high level of calls resulting from the introduction of new unemployment programs and changes made to existing programs and to do so by utilizing telephony architecture that provides the most efficient and direct call mapping, so that calls continue to be handled in a manner providing excellent customer service, without creating a burden on the overall state system;

---

WHEREAS, on Friday, March 13, 2020, the President of the United States declared a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, and on Friday, March 13, 2020, the Governor of the State of New Hampshire issued Executive Order 2020-04, an order declaring a State of Emergency due to COVID-19; and

WHEREAS, NHES wishes to increase the contract price by \$30,000.00, increasing the Agreement total from \$4,317,395.00 to a new total of \$4,347,395.00 through the existing completion date.

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

The General Provisions of the Agreement, including but not limited to, the P-37 Form and Exhibits A - E, are hereby amended as follows:

1. Amend Section 1.8 of the Agreement P-37 Form by increasing the Price Limitation from \$4,317,395.00 to \$4,347,395.00.
2. Amend Exhibit B, Scope of Work, Section 2 by deleting and replacing the existing first paragraph, as follows:

"In consideration of the services to be performed by MAXIMUS, the State agrees to pay Contractor in accordance with the payment provisions specified in Exhibit C, a sum not to exceed \$4,347,395.00, as set forth in P-37 General Provisions - Block 1.8: Price Limitation."

3. Amend Exhibit B, Scope of Work, by adding the following new section:

11. Interactive Voice Response:

- 11.1 Maximus shall develop and provide NHES for the entire remaining term of the agreement with Interactive Voice Response (IVR) telephony architecture services utilizing the existing toll free number owned by the state so that all calls to said toll free number originate in the Maximus developed and managed IVR system and then based upon agreed upon escalation protocol may be transferred to the State. Said IVR to be developed and delivered by Maximus no later than ten (10) calendar days following approval of this amendment.
- 11.2 Upon request of NHES to revert to the DoIT IVR system, or upon termination or expiration of the Contract, Maximus shall assist with the transition of the toll-free number - and, as appropriate, call center services - back to NHES or an NHES designee within a timeframe mutually agreed upon by the parties.

4. Amend Exhibit B, Scope of Work, by deleting Section 6 and replacing it as follows:

6. CONTRACT DOCUMENTS

This contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions, Form P-37 and attached Exhibits A, B, C, D and E.

Initial all pages  
Vendor Initials *DHB*

b. Amendment #1.

5. Amend Exhibit C, Payment Terms, by adding the following payment schedule:


2. FIXED PRICE PAYMENT SCHEDULE:

Table 2: IVR Payment Schedule:

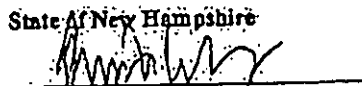
Deliverables	Payment Amount
Fixed Cost for IVR Development- One-time cost	\$18,362.52
Estimated per minute rate for IVR usage billed monthly	\$0.013
Estimated usage cost per month	\$2,500.00

Except as provided herein, all provisions of the Agreement will remain in full force and effect. This modification will take effect upon the date of approval by the Governor of the State of New Hampshire.

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


  
Dylan H. Blomberg  
Maximus Health Services, Inc.

Date: 9/16/2020

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

Date: 9/16/20

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

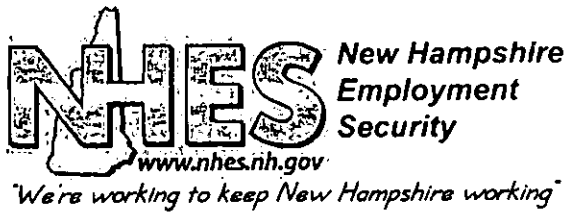
  
State of New Hampshire, Department of Justice

Date: 9/17/2020

Governor Approval

Date: \_\_\_\_\_

Initial all pages:  
Vendor Initials: DHB



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



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

# Q  
8/5/20

July 16, 2020

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

### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10 and 2020-14, and suspension of Manual of Procedures 150, V, A, 3 requirement, Governor Sununu has authorized the New Hampshire Department of Employment Security (NHES) to enter into a Sole Source contract with Maximus Health Services, Inc. (VC 273259) of Reston, Virginia with a price limitation not to exceed \$4,317,395 for call center delivery and support services to individuals calling the unemployment compensation hotline, effective July 1, 2020 through December 31, 2020. 100% Other Funds.

Funds are available in the following account for State Fiscal Year 2021 with the authority to adjust between state fiscal years through the Budget Office, if needed and justified.

02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2021</u>
10-02700-80410000-102-500731	Contracts for Program Services	\$4,317,395

### EXPLANATION

This request is Sole Source because NHES in the interest of continuing to deliver essential customer service in connection with the delivery of critical financial assistance through expanded unemployment compensation benefits must enter into a contract for call center services. The selected vendor, Maximus Health Services, Inc. is uniquely positioned to immediately start providing services for workers here in New Hampshire.

Maximus is currently under contract with the Department of Health and Human Services for the provision of call support services related to various DHHS managed programs. Maximus is also currently providing call center support services for unemployment compensation call centers in both Vermont and Rhode Island. In speaking with both DHHS as well as Vermont, both are satisfied with the level of service from Maximus.

Prior to the spike in unemployment claim volume in March, NHES did not have the need for a call center. The volume of calls when the unemployment rate in the state was at 2.6% was able to be managed by existing staff in the NHES's offices located throughout the state. Since mid-March when the spike in unemployment caused by the COVID-19 pandemic started, NHES has received over 223,000 new claims for unemployment benefits. Prior to the pandemic NHES was receiving 400-600 new claims per week. In the first week of the pandemic NHES received nearly 30,000 new claims.

In terms of weekly claim volume for claims that trigger the payment of unemployment benefits, NHES was receiving approximately 4,000 active claims per week prior to the pandemic. NHES is now currently just under 75,000 active claims per week and at one time had received over 116,000 active claims per week.

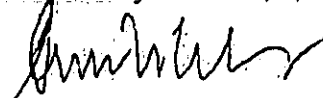
As a result of this sudden spike in unemployment caused by the COVID-19 pandemic, the volume of calls has skyrocketed. NHES has received over 550,000 telephone calls during these past four months. Fortunately, during this time NHES has received assistance from the New Hampshire National Guard together with volunteers from other state agencies. Due to the need to provide attention to other critical missions by the National Guard and the need for staff from other state agencies to return to their primary duties at those agencies, NHES now must transition to an outside private vendor for support. Considering the timing and logistical challenges around the staffing of a congregated call center fully staffed by state employees, NHES decided to seek outside support.

The reason for the emergency nature of this request is based upon the need to rapidly transition to vendor support in order to allow the National Guard to transition to other critical missions. This together with the need to allow the state facilities which we have been occupying throughout the pandemic to house these call centers, including the Fire Academy, the Edward Cross Training Complex and the Department of Transportation's Morton building, to return to their original intended functions and purposes.

The total not to exceed cost of the emergency contract is \$4,317,395 for call center support through December 31, 2020. The vendor will provide the telecommunications infrastructure and up to 80 customer service agents to be the first line of communication for calls received on the Unemployment Hotline. Calls unable to be resolved at the first tier by the vendor and calls where the customer selects an option only capable of being handled by NHES staff will then be escalated to NHES.

NHES is confident based upon the past record demonstrated by Maximus that we will continue to be able to provide exceptional customer service support to the people of New Hampshire in need of services through the Unemployment Hotline.

Respectfully submitted, /



George N. Copadis  
Commissioner



**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 the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION**

1.1 State Agency Name New Hampshire Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03104	
1.3 Contractor Name Maximus Health Services, Inc.		1.4 Contractor Address 1891 Metro Center Drive Reston, VA 20190	
1.5 Contractor Phone Number 703-251-8254	1.6 Account Number	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$4,317,395.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature <i>Dyan H. Blomberg</i> Date: 6/30/2020		1.12 Name and Title of Contractor Signatory Dyan H. Blomberg Contracts Director Legal Counsel	
1.13 State Agency Signature <i>George N. Copadis</i> Date: 6/30/2020		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: <i>N/A</i> Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Julia K. Peltier</i> On: 7/1/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

**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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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

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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Debarment and Suspension

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

Sub-contracting

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this Contract without the prior written consent of NH Employment Security. All subcontractors must be listed on the bid page of this document for pre-approval.

Rights to Inventions Made Under a Contract or Agreement (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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).

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.

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 subcontractors 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 assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

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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 workweek of 40 hours. Work in excess of the standard workweek 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 workweek. 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 that are unsanitary, hazardous or dangerous.

COVID-19 Acknowledgments and Contingencies

- A. The Contractor acknowledges and agrees that this Contract was entered into following the coronavirus disease 2019 (COVID-19) outbreak.
- B. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, State or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in this Contract, any such disruption, delay, or other impact was foreseeable at the time this Contract was entered into by the Parties and does not excuse the Contractor's performance under this Contract. Subject to the provisions of this Section, the parties agree to work with each other in good faith to respond to any such disruption, delay, or other impact on the services to be delivered under the Contract which may result from any federal, State or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, with a goal of fulfilling the terms of the Contract to the greatest extent possible in light of such developments.
- C. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.
- D. If the Contractor experiences or anticipates any such COVID-19-related impacts to this Contract, the Contractor shall immediately notify the State. In the event of any COVID-19-related impact or anticipated impact to this Contract, the State shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to, the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Contract so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Contract. By exercising any of the rights described within this subsection, the State does not waive any of its rights under this Contract.
- E. In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Contract with either replacement or

2020 Call Center Services

Initial all pages: MAXIMUS's initials

Date: 10/30/2020

*DJB*



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substituted services of substantially similar value, the Parties shall submit an amendment to this Contract with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Contract, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Contract:

- 1) The services required to be performed under the terms of this Contract as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Limitation of Liability

Subject to applicable laws and regulations, in no event shall Contractor be liable for any consequential, special indirect, incidental, punitive or exemplary damages and Contractor's liability to the State shall not exceed the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8. Notwithstanding the foregoing, this limitation of liability shall not apply to the following contract provisions: Contract Agreement P-37, Section 10, *Data Access/ Confidentiality/ Preservation*; Contract Exhibit B, Section 7.7, *Confidentiality and Security of Information*; Contract Exhibit D, Section 1.1, *Use of State's Information and Confidentiality*; Contract Exhibit D, Section 7.1, *State's Data and Property*; Contract Exhibit D, Section 7.3, *Security Incident or Data Breach Notification*; Contract Exhibit D, Section 7.4, *Computer Access and Use Agreement*, and Contract Exhibit D, Section 7.5, *Confidential Nature of Department Records*, which shall not be so limited and shall remain subject to Contractor's obligations in Contract Agreement P-37, at Paragraph 13, *Indemnification*.

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1. INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Employment Security ("State" or "NHES"), and MAXIMUS Health Services, Inc., ("MAXIMUS" or "Contractor"), having its principal place of business at 1891 Metro Center Drive, Reston, Virginia 20190.

Whereas the State desires to have the Contractor provide temporary call center support due to the increased number of unemployment insurance claims being filed as a result of the COVID-19 pandemic, the parties agree as follows:

2. PRICE

In consideration of the services to be performed by MAXIMUS, the State agrees to pay Contractor, in accordance with the payment provisions specified in Exhibit C, a sum not to exceed \$4,317,395.00, as set forth in P-37 General Provisions – Block 1.8: Price Limitation.

To the extent future legislative action by the NH General Court or the Federal government may have any impact on the Services described herein, the State reserves the right to modify Service priorities and expenditure requirements under this Contract, so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated.

3. TERM

3.1 Period of Performance

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval unless no such approval is required pursuant to State law, rule, policy, or Executive Order ("Effective Date") and extends through the date indicated in the P-37 General Provisions – Block 1.7: Completion Date.

The Term shall end on December 31, 2020 and the State shall have the option to extend the term in increments not to exceed three months in duration through and including June 30, 2021, under the terms and conditions contained in the Contract and subject to approval by the New Hampshire Governor and Executive Council unless no such approval is required pursuant to State law, rule, or policy.

3.2 Amendment

As set forth in P-37 Section 1.7, this Contract may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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4. TERMINATION

4.1 Either party may terminate this Contract at any time if the other party is in default of its obligations under this Contract and such default remains unremedied for a period of 30 days from the date of receipt of notice of default by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled. Events of default shall include, without limitation: MAXIMUS's material breach of or failure to perform any warranty or other obligation contained in the Contract and/or failure to perform any other covenant, term, or condition of the Contract.

4.2 Termination for Convenience

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to MAXIMUS. Upon termination for convenience, MAXIMUS shall refund any unearned payments made under the Contract to the State.

5. TERMS AND DEFINITIONS

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

Contract	A binding agreement between the State of New Hampshire, Department of Employment Security and the Contractor.
Contract Administrator	The State employee responsible for Contract execution.
Contract Documents	Documents that comprise this Contract. (See Ex. B Scope of Work, Section 6.)
Deliverables	Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by the Contractor to the State under the terms of the Contract.
Notice of Default	A formal written notice declaring that a failure to comply with the Contract has occurred.
Services	The work to be performed by the Contractor and Subcontractors as described in the Contract.
State	State of New Hampshire, Department of Employment Security.
Subcontractor	A person, partnership, or company contracted by the Contractor to perform under the Contract.
Term	The contract period of time.

6. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions* Form P-37
- b. Exhibit A Special Provisions
- c. Exhibit B Scope of Work
- d. Exhibit C Payment Terms
- e. Exhibit D Other Provisions for Call-Center Professional Services

2020 Call Center Services  
Initial all pages: MAXIMUS's initials *DHB*  
Date: *10/30/2020*

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- f. Exhibit E, Confidential Nature of Department Records
- g. The MAXIMUS Health Services, Inc. Proposal, dated May 28, 2020, which is hereafter incorporated by reference.

**7. STATEMENT OF WORK**

MAXIMUS shall provide call center support due to the increased number of unemployment insurance claims being filed as a result of the COVID-19 pandemic. The work shall be performed for New Hampshire Employment Security (NHES) and shall include the following:

**7.1 Call Center Implementation**

**7.1.1 Timeframe: 7-10 day implementation**

Contractor will provide as part of the implementation:

- A telephony and technical infrastructure to support up to 80 Contractor agents on the phone.
- A project governance infrastructure including status reporting, system/productivity reports, operations reports, and other project resources needed to support activities under this Contract.
- Recruiting – to include Project Director and Operations Manager finalizing alignment of staff to roles.
- Training activities and content development sufficient to support call resolution, including reviewing and finalizing call scripts, FAQ scripts, orientation and practice calls.
- Licenses for all component parts of the contractor's operation.
- Sufficient resources to interact with the State to achieve the stated timeframes for operation(s).

- 7.1.2** Contractor shall be responsible for standing up its own call center, utilizing its work-from-home model, to which the State would facilitate the connection to the State network via secure encrypted connection.

System shall provide for relay service as necessary to facilitate communication.

**7.2 Staffing**

- 7.2.1** The Contractor shall employ sufficient staff to meet the needs of the eligible population pursuant to the written approval of the State.

- 7.2.2** Staffing levels may be amended pursuant to written approval by the State as noted in 7.2.3.1 below in response to changes in volume of work that impact the Contractor's ability to meet performance standards.

- 7.2.3** The Contractor and the State shall evaluate staff productivity, average call length, and forecasted work volume in determining amendments to staffing levels. Any

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position supporting amended staff levels pursuant to written approval of the state shall be reimbursed in a manner that is consistent with policies for current staff holding the same or similar positions.

- 7.2.3.1 The parties shall mutually agree in writing to any changes to staffing levels. The State shall provide the Contractor a minimum of twenty (-20) calendar days' notice for any requested increase in staffing levels, and a minimum of ten (10) calendar days' notice for a requested decrease in staffing levels.

**7.3 Training**

- 7.3.1 State will train Contractor call-center staff in the State's eligibility and claims processing requirements. State will initially train Contractor call-center staff on use of NHUIS notepad function for documentation of calls; and on criteria and processes for transferring calls to State for further action. State will provide resources including training desk aides and video recordings for New Hampshire-specific unemployment training.
- 7.3.2 Contractor will coordinate with State training resources and establish a training advisory team to facilitate training activities between Contractor and State.
- 7.3.3 Contractor shall commence training on or about June 29, 2020 for 80 agents on the phone. In the event the State requests more than 80 agents on the phone, Contractor and the State will mutually agree on the new scope to support the extended agent request. Contractor will continue iterative training to maintain requested number of agents as attrition and/or termination actions occur.
- 7.3.4 Contractor is responsible to provide confidentiality, security, and other training relevant to support the operation. Contractor shall ensure that any platform used for training shall meet State security requirements, as set forth in Exhibit D of this Contract.
- 7.3.5 State reserves the right to review, observe, or otherwise validate Contractor training at any time throughout the contract term.
- 7.3.6 Contractor shall conduct weekly web based meetings with the State to review additional training needs based upon call center activity and the subject matter of calls to update knowledge base in order to increase first call resolution.

**7.4 Telephone Access, Volume, and Hours of Operation**

- 7.4.1 The call center shall be accessible through a statewide toll-free number that is provided by, and exclusively owned by NHES.
- 7.4.2 Contractor will provide live telephone coverage by trained staff. Telephone line staffing will be adequate to meet or exceed the performance standards to be agreed by the parties.

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- 7.4.3 Contractor's call center shall have the capability to accommodate speech and hearing-impaired clients at no cost to the individuals. Costs associated with the use of these lines will be a direct pass through to the State and noted as such in the invoice. Contractor will provide the State with detail to support the invoiced cost.
- 7.4.4 Customers in need of language interpretation services shall be handled directly by the State.
- 7.4.5 Forecasted volumes to begin in July, at a rate of 17,000 calls per week, decreasing over the course of the contract period, plateauing at 8,000 calls per week in December 2020.
- 7.4.6 Service Hours:  
MAXIMUS will provide support during the normal business hours of 8:00 AM EST and 5:00 PM EST Monday through Friday for all non-holidays. During non-business hours, the call center shall have a system capable of accepting and providing instruction to incoming callers regarding call center hours and website availability. Any other anticipated activities required outside of this window should be coordinated and agreed upon with the business contact designated in this Statement of Work. MAXIMUS shall follow NHES's published holiday schedule unless otherwise directed to remain operational, if needed.

**7.5 Customer Service – Tier 1**

- 7.5.1 Contractor shall assist callers with inquiries and inform individuals about unemployment insurance benefits as is appropriate based on eligibility and information obtained from read-only access to the New Hampshire Unemployment Insurance System (NHUIS).
- 7.5.2 Call center staff shall verify a caller's identity for claims assistance by having the caller provide the following information in the order listed before providing any confidential information: name, SSN, date of birth and address.
- 7.5.3 To the extent possible, this information shall be provided in an objective, non-biased fashion that neither favors nor discriminates against any claimant or employer. Contractor CRSs are prohibited from offering personal opinions or experiences about unemployment insurance eligibility or determinations.
- 7.5.4 Contractor shall be responsible for:
- Providing adequate live operator telephone coverage
    - The use of automated voice response or automated attendant is acceptable to supplement live operators during peak periods
  - Answering questions about the status of an individual's unemployment claim
  - Ensuring that data transferred to the State is done so timely in accordance with State and Federal laws and requirements.

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- 7.5.5 Call center staff shall document calls for claims assistance in the NHUIS notepad function; and will follow designated protocols for referring calls to State for further action.

**7.6 Reporting**

- 7.6.1 After commencement of operation, Contractor shall provide reporting sufficient for NHES to make informed decisions related to ramp up/down in support of optimal call response levels.
- 7.6.2 MAXIMUS shall use the Genesys cloud-based contact center solution, which includes a robust reporting tool set, offering access to both real-time and historical reporting.
- 7.6.3 MAXIMUS shall report daily/weekly/monthly summaries of telephone activity, including summary reports that show, at a minimum:
- Number of incoming calls and calls transferred to NHES
  - Average time to answer
  - Duration of calls during the period
  - Maximum wait time
  - Log of complaints received and corresponding actions to respond to each complaint
  - Lost call abandonment rate
- 7.6.4 Weekly reports will be due to the State by Monday at noon for information pertaining to the previous week. Each week of operation, the parties shall review performance data to determine whether any adjustments in staffing are needed.
- 7.6.5 The State reserves the right to request additional or different reporting information from the Contractor throughout the term of the contract, on either an ad hoc or regular basis. Upon request from NHES, MAXIMUS shall provide enhanced reporting.
- 7.6.6 The format and frequency of these reporting activities may change by mutual agreement.

**7.7 Confidentiality and Security of Information**

- 7.7.1 Customer Service Representatives shall be remote and will access NHES's mainframe through a secure connection.
- 7.7.2 Contractor will have access to claimants' SSNs and employer tax IDs, earnings records, and other personally identifiable information (PII), such as claimant address and contacts. The Contractor agrees to comply with the requirements concerning access to information.
- 7.7.3 Contractor must provide their own equipment and connect to State networks via secure, State-facilitated connections.

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- 7.7.4 Data shall not reside on Contractor devices, nor be printed out for any purpose, nor stored or shared in any way outside of existing NHES systems, and must be disposed of appropriately and consistent with requirements for data security and confidentiality.
- 7.7.5 MAXIMUS shall follow the requirements set forth in Exhibit D, Other Provisions for Call Center Services regarding confidentiality.

**8. CONTRACT MANAGEMENT**

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

**8.1 MAXIMUS Staff**

MAXIMUS shall designate senior staff member(s) who shall be responsible for all contractual authorization and administration under the Contract. Specifically, the Contractor shall designate a senior staff member to serve as Project Director, who shall be the primary point-of-contact with NHES. The Project Director must be an employee of the Contractor, allocated to this contract. The Project Director should possess extensive experience in the following areas: benefit eligibility, customer service/relations, and staff management. The Contractor shall also designate a senior staff member to serve as Operations Manager, who shall be responsible for all activities related to contract administration, including managing the day-to-day activities of the project, staff, and staff schedules deliverables. Contractor must also employ agents that exhibit strong communication skills, interpersonal skills, and aptitude for understanding complex issues.

Senior Staff members are:

Wayne Day, Project Director  
MAXIMUS

John Donohue, Operations Manager  
MAXIMUS

Should a change in any senior staff member become necessary, Contractor must obtain State approval for the replacement. Contractor shall give prior notice to the State of any plans to add or reduce senior staff, which must be approved by the State.

**8.2 State Staff**

The State shall designate a senior staff member(s) to represent the State on all matters pertaining to the contract, including monitoring Contractor compliance with contract terms, monitoring of Contractor's progress and quality improvement initiatives, and resolving issues related to program implementation and operation. This person is:

Pamela Szacik, Director  
NHES Employment Services Bureau



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**8.3 Reference and Background Checks**

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 one (1) year is an authorized penalty. The Contractor shall promote and maintain 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 Project Manager and any Contractor's key project staff. The State shall maintain the confidentiality of background screening results in accordance with the terms of this contract.

**9. ROLES AND RESPONSIBILITIES**

**9.1. MAXIMUS Responsibilities:**

- Provide support activities as described in this Exhibit B, Scope of Work.

**9.2. NHES Responsibilities**

- Notify the Contractor in a timely manner of all pertinent changes in State policy, procedures or operational systems that affect or depend upon Contractor operations or activities. The parties agree to work with each other in good faith to respond to any such pertinent change in State policy, procedures or operational systems with a goal of fulfilling the terms of the Contract to the greatest extent possible in light of such change, including without limitation, negotiating adjustments in price, schedule, and other affected terms of the Contract.
- Provide the Contractor, in a timely manner, with:
  - o Any information regarding State or Federal regulations, policies, or statutes;
  - o Read-only access to State systems, specifically NHUIS, with the additional capability of documenting calls for claims assistance in the NHUIS notepad function; and will follow designated protocols for referring calls to State for

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further action. Contractor is responsible for coordinating all training related to these systems;

- o Training based on the Contractor's approved training planning;
- o Technical assistance in resolving problems associated with data exchanges between Contractor and the State;
- o Information and otherwise assist Contractor in responding to complex inquiries from clients regarding State policies;
- o The call center toll-free number
- o Written materials that address special needs in the appropriate alternative formats;
- o Information for claimants and potential claimants relative to the:
  - Approval of all call scripts;
  - Approval of all Outreach and Education activities not undertaken directly by the Department;
  - Eligibility determination/exemption and exclusions processing;
- o Any other information that the State deems relevant in order to fulfill the duties required by this Contract.

## 10. ASSUMPTIONS

10.1 The Scope of Work was produced with the following assumptions taken into consideration:

- All work will be completed remotely.
- The State will provide adequate access to the appropriate systems and technology components to enable MAXIMUS to perform any necessary support work.
- The State will be available to provide any necessary support.
- The State will provide appropriate expertise for the implementation and development of the call center.
- MAXIMUS will only provide support during the hours designated within this Scope of Work.

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PAYMENT TERMS

1. **PAYMENT PROVISIONS**

All charges by MAXIMUS under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below.

The maximum dollar amount payable under this contract is not intended as any form of guaranteed amount. The Contractor will be paid for products actually delivered or performed through December 31, 2020 as specified in Exhibit B, up to the maximum allowable amount specified in the P-37 General Provisions – Block 1.8: Price Limitation.

2. **FIXED PRICE PAYMENT SCHEDULE**

Table 1: Payment Schedule:

Deliverables	Payment Amount
Call Center Six (6) Months Remote Support – One Time Implementation Costs	\$223,427.00
Monthly fees based on call volumes: ( <del>\$8,529.10</del> per agent) x (80 agents) x 6 months	\$4,093,968.00
Total Cost	\$4,317,395.00

2.1 One Time Implementation Costs: Once Contractor's call-center is operational, defined as answering live telephone calls, Contractor may submit a single invoice for all set up and implementation costs in the amount not to exceed \$223,427.00. The Parties agree that this amount shall be full and complete compensation to the Contractor for its implementation of the call-center.

2.2 Ongoing call-center services: Once Contractor's call center is operational, defined as answering live telephone calls, Contractor shall be paid at the rate of \$8,529.10 per month for each Contractor CSR. The Parties agree that this rate shall be full and complete compensation to Contractor for its ongoing call center operation and services. Contractor may submit invoices monthly in arrears in an amount prorated daily according to the number of Contractor agents required to perform services during the invoice period.

2.3 Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$4,317,395.00. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. **PAYMENTS**

The State shall pay MAXIMUS within thirty (30) calendar days of the State's receipt of a correct and undisputed itemized invoice.

Itemized invoices shall include the following:

2020 Call Center Services

Initial all pages; MAXIMUS's initials

Date: 6/30/2020

DHB

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- Dates covered by the invoice;
- Brief description of work performed;
- Number of agents included; and
- Rates being charged.

All invoices shall be sent to:

Jill Revels  
Business Administrator  
State of New Hampshire Department of Employment Security  
Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301-4857  
Phone: 603-229-4449  
Fax: 603-229-4346  
Email: [Jill.D.Revels@nhes.nh.gov](mailto:Jill.D.Revels@nhes.nh.gov)

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OTHER PROVISIONS FOR CALL CENTER PROFESSIONAL SERVICES

1. CONFIDENTIALITY

1.1 USE OF STATE'S INFORMATION AND CONFIDENTIALITY

In performing its obligations under the Contract, Contractor may gain access to information possessed and used by NHES in the performance of its statutory duties (the "Confidential Information"). The Confidential Information includes, without limitation, information exempted from public disclosure under RSA 91-A:6 and information which the Department is required to maintain as confidential pursuant to RSA 282-A:118, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603.

Contractor shall not use the Confidential Information except as directly connected to and necessary for Contractor's performance under the Contract, unless otherwise permitted under the Contract.

Contractor Agrees:

- To restrict access to the Confidential Information to only those authorized employees who need it to perform their duties in connection with the intended uses within the confines of this Contract and only during agreed upon call center operating hours;
- To store the Confidential Information in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use;
- That it will not disclose to any individual or organization nor duplicate any information received pursuant to this Contract, except as expressly permitted by N.H. RSA 282-A: 118, 119, 121, and 159, II.
- To advise all personnel who will have access to the Confidential Information of its confidential nature, the safeguards required to protect it, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State statutes;
- That Contractor's personnel who will have access to the Confidential Information shall be knowledgeable of all confidentiality provisions, including: RSA Chapter 91-A, including, without limitation, RSA 91-A:6; RSA 282-A:118, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603;
- That Contractor will, within thirty (30) days of the effective date of this Contract and before any information is shared, provide to NHES a statement attesting that all personnel having access to information provided by NHES have been advised of the confidentiality requirements of this Contract;
- That Contractor will, prior to any sharing of information, provide NHES a list of all officers and employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall update NHES' list: (a) monthly; (b) whenever an individual identified in such list leaves the employ of the Contractor or

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otherwise ceases to have such authority; and (c) prior to granting such authority to any individual not already included in the list provided to NHES.

- That Contractor shall report to the other in writing, promptly and fully, any suspected or actual violation of the confidentiality requirements of this Contract.

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

In the event of the unauthorized use or disclosure of the State's Confidential Information, MAXIMUS shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.

Confidential Data as designated by the State shall not reside on Contractor devices, nor be printed out for any purpose other than immediate processing, nor stored or shared in any way outside of existing NHES systems, and must be disposed of appropriately and consistent with requirements for data security and confidentiality.

Contractor must provide their own equipment and connect to the State's network via secure, State-facilitated connections.

**1.2 CONTRACTOR CONFIDENTIAL INFORMATION**

Insofar as MAXIMUS seeks to maintain the confidentiality of its confidential or proprietary information, MAXIMUS must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers their Documentation to be Confidential Information. MAXIMUS acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A.

In the event the State receives a request for the information identified by MAXIMUS as confidential or proprietary, the State shall notify MAXIMUS and specify the date the State will be releasing the requested information. At the request of the State, MAXIMUS shall cooperate and assist the State with the collection and review of MAXIMUS's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be MAXIMUS's sole responsibility and at MAXIMUS's sole expense. If MAXIMUS 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 MAXIMUS, without any liability on the part of the State to MAXIMUS.

**1.3 This section shall survive the termination of the Contract.**

2020 Call Center Services

Initial all pages: MAXIMUS's initials

Date: 11/30/2020

DHB

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2. **FORCE MAJEURE**

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

3. **INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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

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

**Dispute Resolution Responsibility and Schedule Table**

Level	<u>MAXIMUS</u>	<u>The State</u>	<u>Cumulative allotted time</u>
First	John Donohue	Pamela Szacik	5 Business Days
Second	Wayne Day	Richard Lavers	10 Business days
Third	Kenneth Fisher	George Copadis	15 Business Days

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

4. **ASSIGNMENT, DELEGATION and SUBCONTRACTS**

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

MAXIMUS shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve MAXIMUS of any of its obligations under the

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Contract nor affect any remedies available to the State against MAXIMUS that may arise from any event of default of the provisions of the Contract. The State shall consider MAXIMUS to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**5. THE CONTRACTOR'S RELATION TO THE STATE**

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

**6. WARRANTY**

MAXIMUS warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret, or other intellectual property rights. MAXIMUS agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

**7. INTELLECTUAL PROPERTY**

**7.1. State's Data and Property**

All rights, title and interest in State Data shall remain with the State. All data and any property, which has been received from the State or purchased with funds provided for that purpose under this Contract, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Contract for any reason. The Contractor shall not access State user accounts or State data, except:

- in the course of Data center operations during designated hours of operation;
- as required by the express terms of this Contract; or
- at the State's written request.

**7.2 Contractor's Materials**

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



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of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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

**7.3 Security Incident or Data Breach Notification**

**7.3.1 Definitions:**

"Data Breach" means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a State's unencrypted non-public data.

"Security Incident" means the potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.

**7.3.2** The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C.

**7.3.3 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.

**7.3.4 Security Incident Reporting Requirements:** the Contractor shall report a security incident to the appropriate State identified contact immediately upon learning of any such breach.

**7.3.5 Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State Data that is subject to applicable data breach notification law, the Contractor shall: (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

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7.4 Computer Access and Use Agreement:

MAXIMUS must require all of its employees assigned to this Project to sign a "Computer Access and Use Agreement," as set forth below:

**Computer Access and Use Agreement**

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

1. Computer Use

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

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information systems. This includes New Hampshire Employment Security's enabling law RSA 282-A, which in Section 118, provides for the confidentiality of its records for the protection of claimants and employers served by the agency as follows:
  - o "Information . . . obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity except [as otherwise provided by law]."
- Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- 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.
- That at no time shall User access or attempt to access any information without having the express authority to do so.

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- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and/or agreements relating to system entry/access.
- 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 User 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.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law. This includes RSA 282-A:121, which states:
  - "Any employee of the department of employment security, member of an appeal tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor."
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

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7.5 Confidential Nature of Department Records

MAXIMUS must also require all of its employees assigned to this Project to sign an Agreement captioned "Confidential Nature of Department Records," attached hereto as Exhibit E.

7.6 This Section 7 of Exhibit D shall survive termination of the Contract.

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NEW HAMPSHIRE EMPLOYMENT SECURITY  
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EXHIBIT E  
CONFIDENTIAL NATURE OF DEPARTMENT RECORDS

*State of New Hampshire*  
New Hampshire Employment Security

CONFIDENTIAL NATURE OF DEPARTMENT RECORDS

New Hampshire Employment Security's enabling law (RSA-282-A) provides for the confidentiality of its records for the protection of claimants and employers served by the agency as follows:

282-A:118 - Reports or Statement; Confidentiality. "Information . . . obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity except [as otherwise provided by law]."

282-A:121 - Penalty. "Any employee of the department of employment security, member of an appeal tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor." (emphasis added)

All information that comes into your possession or knowledge in the course of your work for the Department, which in any manner does or could reveal the identity of an employing unit or claimant or any person upon whom the Law bears, is completely confidential subject to the few exceptions provided in the statute.

Giving any information learned in your work about employers, claimants, job seekers, etcetera, to anyone is prohibited. You cannot access or use any information regarding employees who become claimants or employers who are defending claims at NHES. You cannot even acknowledge that any particular employer is subject to the Law.

It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information, you are prohibited from doing so. All requests for information, even a Department employee's request for information unless you know that his or her job involves such, should be referred to your Department contact.

I certify that on June 30, 2020, I read the above and understand that a violation is sufficient cause for immediate cancellation of the contract, or agreement. I also understand that violation of Section 118 as stated above may cause me to be prosecuted criminally as provided in Section 121.

Duan A. Blomberg  
Printed Name

Duan A. Blomberg  
Signature

2020 Call Center Services  
Initial all pages: MAXIMUS's initials DHB  
Date: 6/30/2020

**CERTIFICATE OF AUTHORITY**

I, David R. Francis, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of MAXIMUS Health Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 14, 2008, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

VOTED: that Dyan Blomberg, Senior Contracts Director and Legal Counsel (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of MAXIMUS Health Services, Inc. to enter into contracts or agreements with the State,  
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract termination to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/29/20

[Signature]  
Signature of Elected Officer  
Name: David R. Francis  
Title: Secretary

STATE OF VIRGINIA

County of Fairfax

The foregoing instrument was acknowledged before me this 29th day of June, 2020

By: David R. Francis  
(Name of Elected Clerk/Secretary/Officer of the Agency)



[Signature]  
(Notary Public/Officer of the Peace)