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

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

MAR02'21 AM11:34 RCVD

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

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February 26, 2021

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

REQUESTED ACTION

Authorize New Hampshire Employment Security (NHES) to enter into a contract amendment with Citizens Bank, National Association, Manchester, NH, increasing the contract amount by $70,000 from $587,000 to $657,000 for one additional year of unemployment trust fund banking services from the date of Governor and Council approval or April 1, 2021, whichever is later, through March 31, 2022. This contract is paid with 100% Federal funds.

The original contract was approved by the Governor and Council on March 7, 2018 (Item #33) following a competitive bid process. Approved contract amendment #1 was presented to the Governor and Council on September 23, 2020 (Informational Item #DD) increasing the price limitation to accommodate the unexpected and unprecedented increase in unemployment benefit activity and resulting banking service costs.

Federal funding is available in State Fiscal Years 2021 and 2022, contingent upon availability and continued appropriations for State Fiscal Year 2022, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2021	SFY2022
10-02700-80400000-020-500204	Current Expense, Banking Fees	$18,000	$52,000

EXPLANATION

The attached contract amendment #2 increases the contract limitation in order to accommodate a one-year contract extension through March 31, 2022. In light of the continued impact of the pandemic on unemployment levels, unprecedented levels of claims and transactions are expected to continue. Therefore, NHES believes it is in the best interest of the state to extend this banking services contract for one year to ensure there is no disruption in the flow of payments to our customers.

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

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
STATE/FEDERAL UNEMPLOYMENT COMPENSATION FUND BANKING SERVICES
CONTRACT 2018-02
CONTRACT AMENDMENT #2

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 7, 2018, Item #33, based upon RFP #2018-02 (hereinafter referred to as "Agreement"), Citizens Bank, National Association d/b/a Citizens Bank (hereinafter referred to as "Vendor" or "Citizens") agreed to supply certain services in connection with the State and Federal unemployment compensation trust fund banking needs of New Hampshire Employment Security (hereinafter referred to as "the Department" or "NHES"), based upon terms and conditions specified in the Agreement, and in consideration of payment of certain fees by NHES;

WHEREAS, pursuant to Agreement Form P-37 Section 18, 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 9, 2020, and presented as an informational item at the Governor and Council meeting held on September 23, 2020 (Informational Item #DD), to increase the price limitation of the original contract by $287,000 from $300,000 to $587,000 to accommodate the unexpected and unprecedented increase in unemployment benefit activity and resulting banking service costs;

WHEREAS, the current Agreement with the Vendor runs through March 31, 2021, and, pursuant to Exhibit C, Section 3.1, Term & Extension of the Agreement, may be extended for twice for up to one (1) additional year;

WHEREAS, in light of the continued impact of the pandemic on unemployment levels, unprecedented levels of claims and transactions are expected to continue. NHES staff resources remain limited in the areas of finance/banking and information technology due to the ongoing need for system and reporting updates and changes as new benefit programs are enacted and/or existing programs are modified. The Vendor brings a high level of experience and expertise in working with NHES on the programs and continuity in providing services is essential at this time;

WHEREAS, NHES wishes to extend the duration of the contract and increase the contract price by $70,000, increasing the Agreement total from $587,000 to a new total of $657,000 through the amended completion date.

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

Table 1 Contract 2018-02 UNEMPLOYMENT COMPENSATION FUND BANKING SERVICES

Amendment #1	**AMENDED TEXT**
Agreement (Form P-37) Section 1.8 Pricing	The Agreement is hereby amended as follows: Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation from $587,000 to $657,000.

Exhibit B Section 2.1	Delete the Total Contract Cost Not to Exceed table in Section 2.1 and replace with the following:

	Year 1	Year 2	Year 3	
Breakdown by Year	$100,000	$100,000	$387,000	Total
	Year 4			
	$70,000			$657,000

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-02	Original Contract	March 31, 2021	March 7, 2018 Item #33	$300,000.00
2018-02-01	Amendment #1	March 31, 2021	September 23, 2020 Item #DD	$287,000.00
2018-02-02	Amendment #2	March 31, 2022	TBD	$70,000.00
CONTRACT TOTAL				**$657,000.00**

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.

Kim Little

Date: 2/24/2021

Kim Little, CTP, Senior Vice President
Citizens Bank

State of New Hampshire

Date: 2/24/21

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

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

/s/ Stacie M. Moeser

Date: February 26, 2021

State of New Hampshire, Department of Justice

CITIZENS BANK, N.A.

Certificate of Incumbency

I, Gary A. Ashjian, the undersigned, Assistant Corporate Secretary of Citizens Bank, N.A. a national banking association, (the "Bank") hereby certify that the following is a true excerpt of a certain Resolution of the Board of Directors of the Bank duly adopted at a meeting held on February 13, 2020 relating to the execution of documents.

I further certify that said Resolution is in full force and effect and has not been amended, abrogated or in any way altered, added to or revised:

". . . That transfers of stocks, bonds, and other securities, and proxies, and powers of attorney to vote with respect to shares or accounts of institutions or stock of other corporations, owned by, or standing in the name of, Citizens Financial Group, Inc. or Citizens Bank, N.A. (each hereinafter referred to as the "Company") shall be executed and delivered from time to time in the name and on behalf of the Company by the Chairman, President, CEO, any Vice Chairman, any Vice President, any State President, any Division President, the Treasurer, any Assistant Treasurer, the Secretary, or any Assistant Secretary of the Company or by such other officer or employee of the Company so designated by the Chairman, President, CEO or any Vice Chairman or authorized by the Board or the Executive Committee of the Board (each, an "Authorized Officer" and collectively, "Authorized Officers");

That notes and other evidences of indebtedness of the Company, other than checks and drafts, and pledges of its assets as security for the repayment thereof, shall be executed and delivered by an Authorized Officer, subject to applicable law, rules, or regulations;

That checks and drafts drawn on the Company or other banks, certificates of deposit, orders for payment from the funds of the Company, notes and other evidences of indebtedness payable to the Company, shall be executed or endorsed by an Authorized Officer, provided, however, that the signatures of such officers may be in facsimile form;

That the Chairman, President, CEO, any Vice Chairman, any State President, any Division President, any Executive Vice President or any Senior Vice President may create special accounts and may direct from time to time how orders and confirmations of orders for the payment of funds from such accounts may be executed;

That reports to a federal, state or municipal authority, reconciliations of bank accounts and such other verifications and reports as may be required in the usual course of business shall be executed by an Authorized Officer, severally, or together with such other Authorized Officer as may be required by the authority to which such reports, reconciliations or verifications are submitted;

That documents, contracts, agreements, schedules, endorsements, discharges or releases of indebtedness or obligations and other instruments with respect to the closing, service administration, modification or satisfaction of any loan or other obligation of any borrower or obligor shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO, or any Vice Chairman in accordance with the Bylaws of the Company;

That deeds, agreements, leases, documents, affidavits, statements and other instruments with respect to the administration, management or disposition of any real or personal property of the Company, or property taken by foreclosure, or in lieu of foreclosure, shall be executed by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other employee of the Company as may be designated from time to time by the Chairman, President, CEO or any Vice Chairman in accordance with the Bylaws of the Company;

That all documents, contracts, agreements, leases, schedules, endorsements, participation agreements, signature guarantees, agreements between affiliates, letters of credit, releases of indebtedness or obligations and other instruments necessary or convenient for the transaction of the business of the Company not specifically covered by this resolution or the Bylaws of the Company shall be executed, verified, acknowledged, and delivered by an Authorized Officer, a senior loan officer, a loan officer, an assistant loan officer, or such other officer or employee of the Company having been granted authority from time to time by the Chairman, President, CEO or Vice Chairman in accordance with the Bylaws of the Company; and . . ."

I further certify that the following individual currently occupies and has been duly elected to the office of the Bank set forth and as such is an Authorized Officer and that such person is authorized to execute and deliver documents on behalf of the Bank.

Name	**Title**
Kim Little	Senior Vice President

DATED this 24th day of February 2021.

[SEAL]

Gary A. Ashjian
Assistant Corporate Secretary
Citizens Bank, N.A.

CITIZENS BANK, NATIONAL ASSOCIATION

ASSISTANT SECRETARY'S CERTIFICATE

Citizens Bank, National Association Office of the
Comptroller of the Currency (OCC) Certificate of Corporate Existence

I, Gary A. Ashjian, in my capacity as Assistant Corporate Secretary of Citizens Bank, National Association, a national banking association (the "Bank"), do hereby certify as follows:

1. That I am the duly elected and qualified Assistant Corporate Secretary of the Bank and that, as such, I maintain records of the Bank and I am authorized to execute and deliver this certificate on behalf of the Bank; and

2. That attached as Exhibit A hereto is a true and complete copy of the Bank's Certificate of Corporate Existence issued by the Office of the Comptroller of the Currency ("OCC") dated as of September 21, 2020, which has not been rescinded or revoked and remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Bank as of this 24th day of February 2021.

[seal]

Gary A. Ashjian
Assistant Corporate Secretary
Citizens Financial Group, Inc.
Citizens Bank, N.A.

EXHIBIT A

Office of the Comptroller of the Currency

Washington, DC 20219

CERTIFICATE OF CORPORATE EXISTENCE

I, Joseph Otting, Comptroller of the Currency, do hereby certify that:

1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Citizens Bank, National Association," Providence, Rhode Island (Charter No. 24571), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, September 21, 2020, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia

Joseph Otting

Comptroller of the Currency

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/24/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

PRODUCER
Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: American Guarantee and Liability Insurance	26247
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Citizens Financial Group, Inc.
One Citizens Bank Way
Mailstop: JOCL45
Johnston, RI 02919 USA

COVERAGES CERTIFICATE NUMBER: W15887847 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		TB2-611-004526-030	03/31/2020	03/31/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC-9482561-09	03/31/2020	03/31/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-61D-004526-100	03/31/2020	03/31/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Real & Personal Property Replacement Cost			XXP0507947-03	03/31/2020	03/31/2021	Limit: Deductible:	$100,000,000 $100,000

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

All terms and coverages evidenced on this certificate will only apply to the extent of the requirements within the written agreement or lease.

State of NH - NH Department of Employment Security is an Additional Insured under the General Liability policy as required by written contract.

CERTIFICATE HOLDER

State of NH - NH Department of Employment Security
45 South Fruit Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John M Powers

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

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

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

SEP10'20 PM 3:00 DAS

September 9, 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 and 2020-17, and suspension of Manual of Procedures 150, V, A, 3 requirement, Governor Sununu has authorized New Hampshire Employment Security (NHES) to enter into a retroactive Contract Amendment with Citizens Bank, National Association, Manchester, NH, increasing the contract amount by $300,000 from $287,000 to $587,000 for increased banking service needs resulting from the COVID-19 pandemic. This contract is paid with 100% Federal funds.

The original contract was approved by the Governor and Council on March 7, 2018 (Item #33) following a competitive bid process.

Federal 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:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2021
10-02700-80400000-020-500204	Current Expense, Banking Fees	$300,000

EXPLANATION

The attached retroactive Contract Amendment #1 increases the contract limitation in order to accommodate the unexpected and unprecedented increase in unemployment benefit payment activity and resulting banking service costs. NHES is responsible for the payment of the four new federal benefit programs authorized under the CARES Act of 2020 and via Presidential Memorandum. Due to the speed and significance with which the COVID-19 pandemic impacted the NH workforce, NHES was not able to request approval in advance.

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

Section 2102 of the CARES Act of 2020 provides for additional unemployment assistance to those individuals not eligible under the state UC program. This program is referred to as the Pandemic Unemployment Assistance (PUA) program and provides an individual not eligible for UC with a

minimum of $168 and a maximum of $427 weekly benefit amount. The PUA program is 100% federally funded.

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

Presidential Memorandum issued on August 8, 2020 authorizing the Other Needs Assistance Program for Major Disaster Declarations Related to Coronavirus Disease 2019 provides for a temporary supplemental federally funded weekly benefit payment of $300 to eligible individuals. This program is referred to as the Lost Wages Assistance (LWA) program.

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

Respectfully submitted,

George N. Copadis
Commissioner

Attachments

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EMPLOYMENT SECURITY
STATE/FEDERAL UNEMPLOYMENT COMPENSATION FUND BANKING SERVICES
CONTRACT 2018-02
CONTRACT AMENDMENT #1

WHEREAS, pursuant to an Agreement approved by Governor and Council on March 7, 2018, Item #33, based upon RFP #2018-02 (hereinafter referred to as "Agreement"), RBS Citizens, N.A. d/b/a Citizens Bank (hereinafter referred to as "Vendor" or "Citizens") agreed to supply certain services in connection with the State and Federal unemployment compensation trust fund banking needs of New Hampshire Employment Security (hereinafter referred to as "the Department" or "NHES"), based upon terms and conditions specified in the Agreement, and in consideration of payment of certain fees by NHES;

WHEREAS, pursuant to Agreement P-37 Section 18, the 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;

WHEREAS, increased banking costs associated with unprecedented benefit payment activity resulting from the COVID-19 pandemic necessitate an increase to the price limitation;

WHEREAS, accounts may need to be added to accommodate additional federal assistance programs, including but not limited to the Federal Lost Wages Assistance program;

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

Table 1 Contract 2018-02 UNEMPLOYMENT COMPENSATION FUND BANKING SERVICES

Amendment #1	**AMENDED TEXT**
Agreement (Form P-37) Section 1.8 Pricing	The Agreement is hereby amended as follows: Amend Section 1.8 of the Agreement (Page 1) by increasing the Price Limitation from $300,000.00 to $587,000.00.
Exhibit A Section 1.1	Amend Section 1.1 Scope of Services, Overview, paragraph 2, to read as follows: The scope of services to be provided by Citizens Financial Group, Inc. d/b/a Citizens Bank (the "Contractor") under this Agreement includes providing usual and customary banking services, to include additional accounts if needed, in addition to the specific services listed under Section 1.2 Deliverables below.
Exhibit A Section 1.2, B	Amend Section 1.2 Deliverables, Item B to read as follows: Contractor will provide on-line access to daily summary activity reports, daily detail activity reports, and daily check return files of the Benefit Account, Clearing Account, Revolving Fund Account and any other accounts that may be added as noted below:

Initial all pages
Vendor Initials KAL

Exhibit A Section 1.2, I	Amend Section 1.2 Deliverables, Item I to read as follows: Contractor will provide a semi-monthly reconciliation of the Clearing Account, Benefit Account, Revolving Fund Account and any other accounts that may be added within 10 calendar days after the end of the reconciliation period. Images of cashed checks (front and back) must be provided semi-monthly for all three accounts. Data containing check information must be provided in a machine readable format that is suitable for import into third-party database systems (e.g. Oracle). Software and necessary training must also be provided for independent query, review and printing of single or multiple check images. Data may be provided either through secure electronic data transfer (e.g. SFTP, HTTPS) or physical media (e.g. CD/DVD).
Exhibit A Section 1.2, J	Amend Section 1.2 Deliverables, Item J to read as follows: Contractor will provide Full (a/k/a Payee) Positive Pay services on the Benefit Account, Clearing Account and any other account that may be added including same-day Positive Pay and teller-line Positive Pay with the ability to set a default decision.
Exhibit B Section 2.1	Delete the Total Contract Cost Not to Exceed table in Section 2.1 and replace with the following:

	Year 1	Year 2	Year 3	Total
Breakdown by Year	$100,000.00	$100,000.00	$387,000.00	$587,000.00

Contract History

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	CONTRACT EXPIRATION DATE	G & C APPROVAL DATE	CONTRACT AMOUNT
2018-02	Original Contract	March 31, 2021	March 7, 2018 Item #33	$300,000.00
2018-02-01	Amendment #1	March 31, 2021		$287,000.00
CONTRACT TOTAL				**$587,000.00**

Except as provided herein, all other provisions of the Amended Agreement will remain in full force and effect.

Initial all pages
Vendor Initials

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

Date: 8/31/2020

Kim Little, CTP, Senior Vice President
Citizens Bank

Corporate Signature Notarized

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

On this the 31st day of August, 2020, before me, Kim Little, the undersigned Officer, personally appeared and acknowledged her/himself to be a Senior Vice President of Citizens Bank, a corporation, and that he/she, as such Senior Vice President, being authorized to do so, executed the foregoing instrument in furtherance of the purposes therein contained.

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

Notary/Justice of the Peace

My Commission Expires:

LYN M. GELINAS
Notary Public - State of New Hampshire
My Commission Expires
May 1, 2024

(Seal)

State of New Hampshire

Date: 9/4/20

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

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

Date: 9/4/20

State of New Hampshire, Department of Justice

Initial all pages
Vendor Initials

New Hampshire Employment Security
www.nhes.nh.gov
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ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857

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

33

February 20, 2018

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract agreement with Citizens Financial Group, Inc., N.A. d/b/a Citizens Bank, Manchester, NH, in an amount up to $300,000 for unemployment compensation trust fund banking services from the date of Governor and Council approval through March 31, 2021. The agreement may be extended for up to two additional one-year terms at the sole option of the State subject to the Parties written agreement on the terms and applicable fees for each extension and contingent upon satisfactory vendor performance, continued funding and Governor and Council approval. 100% Federal Funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2018 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

		STATE FISCAL YEAR			
02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY	2018	2019	2020	2021
10-02700-80410000-020-500204	Current Expense, Banking Fees	$25,000	$100,000	$100,000	$75,000

EXPLANATION

NHES is requesting approval of the attached contract for unemployment compensation trust fund (UCTF) banking services. This contract provides for the specific banking services required to support NHES unemployment compensation benefit payments and employer contribution collections.

Competitive bids were sought for NHES UCTF banking services. Request for Proposal (RFP) NHES 2018-02 was publicly issued to prospective vendors on September 12, 2017 to obtain qualified vendors.

Four (4) written conforming proposals were received by the due date of October 20, 2017. The Vendors were People's United Bank, Bank of America, TD Bank and Citizens Financial Group, Inc. d/b/a Citizens Bank.

Pursuant to the RFP, an Evaluation Committee was comprised of five (5) NHES representatives. Points were distributed between to two categories as follows: 55 points for technical proposal and 45 points for price proposal.

The initial evaluation of the written proposals rated them according to the RFP scoring criteria which was further broken down into five (5) categories: 1) adequate staff resources, experience, qualifications, knowledge and competence to provide requested level of services; 2) demonstrates capacity to perform all services

required by the RFP; 3) best meets NHES and our customers' needs including suitable branch locations and no fee charged to non-account holder to cash NHES check; 4) references from clients for whom services have been performed; and 5) cost.

Applying the evaluation criteria above, the Committee scored the proposals as follows:

VENDOR	SCORE
Citizens Bank	82
People's United Bank	80.5
Bank of America	56
TD Bank	51

The Committee agreed that Citizens Bank had the best overall proposal. NHES calculated the estimated annual banking costs using elevated volume levels to ensure adequate coverage throughout the term of this agreement. A copy of the detailed proposal scoring sheet is attached.

Sincerely,

George N. Copadis
Commissioner

GNC/jdr

Attachments

RFP # NHES 2018-02	MAXIMUM POINTS	People's United Bank	Citizens Bank	Bank of America	TD Bank
TECHNICAL PROPOSAL With the following potential maximum scores for each Technical Proposal category:	55				
1) Adequate staff resources, experience, qualifications, knowledge and competence to provide requested level of services	10	8	9	8	8
2) Demonstrates capacity to perform all services required by the RFP	10	5	9	8	6
3) Best meets NHES and our customers' needs (including suitable statewide branch locations and no fee charged to non-account holder to cash NHES checks)	20	7.5	17	6	4
4) References from clients for whom services have been performed, with 5 points reserved for public sector client references	15	15	15	15	15
PRICE PROPOSAL	45	45	32	19	18
TOTAL	100	80.5	82	56	51

EVALUATION TEAM:

Richard Lavers, Deputy Commissioner

Dianne Carpenter, Administrator

Jill Revels, Business Administrator

Doris Beaulieu, Business Administrator

Denise Hopkins, Accountant

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 NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Citizens Financial Group, Inc. d/b/a Citizens Bank, N.A		1.4 Contractor Address 900 Elm Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-634-7121	1.6 Account Number 10-027-8041-020-500204	1.7 Completion Date March 31, 2021	1.8 Price Limitation $300,000.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature Kim Little		1.12 Name and Title of Contractor Signatory Kim Little, Senior Vice President	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On February 9, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Lisa DeCosmo

1.13.2 Name and Title of Notary or Justice of the Peace

Lisa DeCosmo

Lisa DeCosmo
Notary Public, State of New Hampshire
My Commission Expires June 1, 2021

1.14 State Agency Signature Date: 2/14/18	1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner

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

By: Director, On:

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

By: On: 2/16/18

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

By: On:

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreemem and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials
Date 2/9/18

EXHIBIT A

1 SCOPE OF SERVICES

1.1 Overview

NHES provides unemployment compensation and reemployment services to the public at twelve (12) offices located throughout New Hampshire. The Unemployment Compensation Program provides income replacement to workers who are temporarily unemployed through no fault of their own. State and/or Federal funds are used to support unemployment benefit payments. Pursuant to NH RSA 282-A, NHES is responsible for the collection of employer unemployment tax contributions and for the payment of unemployment benefits utilizing two separate accounts: a "Benefit Account" from which benefit payments are issued and a "Clearing Account" through which unemployment tax contribution collections and/or refunds are processed. In addition, NHES requires a third account to be known as a "Revolving Fund Account."

The scope of services to be provided by Citizens Financial Group, Inc. d/b/a Citizens Bank (the "Contractor") under this Agreement includes providing usual and customary banking services in addition to the specific services listed under Section 1.2 Deliverables below.

1.2 Deliverables

Services will be provided as described in the Contractor's Technical and Cost Proposal submitted in response to RFP # NHES 2018-02 for Banking Services for processing State and Federal Unemployment Compensation Funds and as further described in this Agreement. The Contractor's Proposal is hereby incorporated by reference into this Agreement.

A. Contractor will provide NHES on-line access to information contained within its accounts. On-line banking system shall enable NHES to view on-line balances and posted transactions, initiate stop payments/voids of checks, initiate wire transfers, initiate EFT/ACH batches, initiate transfers between NHES accounts, verify payment statuses, obtain check copies for up to 180 calendar days as well as other customary banking activities. Contractor will provide the necessary software and training for on-line banking system.

B. Contractor will provide on-line access to daily summary activity reports, daily detail activity reports, and daily check return files of the Benefit Account, Clearing Account, and Revolving Fund Account as noted below:

   i. Daily Summary Report: Daily reports to include the following summarized information for each NHES account: date of report, opening ledger amount, closing ledger amount, opening available amount, closing available amount, sweep closing balance, total float amount, 1 day float amount, 2 or more days float amount, number of credits, total credit amount, number of debits, total debit amount, grand total credit less grant total debit

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amount, total debit less wire transfer and charge-backs; total debit (without return items) amount, and total checks paid amount.

ii. Daily Detail Reports: Daily reports to include details of all transactions. Details separated by NHES account shall include but are not limited to those found under Daily Check Return file below plus dishonored checks and failed EFTs. EFT (ACH/FedWire) details such as originator, amount, effective date, sender, sender's banking institution, sender's address, reference number, recipient name, etc. shall also be included.

iii. Daily Check Return File: Data for each check includes the bank account number, check number, check amount and clear date. Data containing check information must be provided in a machine readable format that is suitable for import into third-party database systems (e.g. Oracle).

C. Contractor will enable NHES to transfer check and EFT data files daily to the Contractor (both electronically via secure means (SFTP) and via on-line banking software) and also provide the ability to securely retrieve data electronically: a daily checks paid file, a daily void check file and a daily rejected check/EFT file for the purpose of uploading data to our UI benefit and tax systems. Data containing this information must be provided in a machine readable format that is suitable for import into third-party database systems (e.g. Oracle).

D. Contractor will not charge any fees to non-account holders presenting NHES benefit checks for payment or EACs for cash withdrawal at any in-network location.

E. Contractor will wire transfer funds from the Clearing Account to the US Treasury Department as instructed by NHES. Contractor will take all reasonable steps to assure that checks deposited into the Clearing Account are available for transfer within one deposit day.

F. Contractor will post funds transferred from the US Treasury Department to the Benefit Account on the same day they are transferred.

G. Contractor will process Wires to the Internal Revenue Service and EFT debit/credit batches as needed. Contractor will process EFT batches to / from employers and claimants. Contractor will post EFTs on effective date provided in the transmitted file.

H. Contractor will prepare the ETA-8413, Income-Expense Analysis, UC Fund, Benefit Account (see Appendix C for sample form), and the ETA-8414, Income-Expense Analysis, UC Fund, Clearing Account (see Appendix D for sample form) according to instructions provided by NHES, and forward both reports to NHES not later than 10 calendar days after the close of each month.

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I. Contractor will provide a semi-monthly reconciliation of the Clearing Account, Benefit Account and Revolving Fund Account within 10 calendar days after the end of the reconciliation period. Images of cashed checks (front and back) must be provided semi-monthly for all three accounts. Data containing check information must be provided in a machine readable format that is suitable for import into third-party database systems (e.g. Oracle). Software and necessary training must also be provided for independent query, review and printing of single or multiple check images. Data may be provided either through secure electronic data transfer (e.g. SFTP, HTTPS) or physical media (e.g. CD/DVD).

J. Contractor will provide Full (a/k/a Payee) Positive Pay services on the Benefit and Clearing Accounts including same-day Positive Pay and teller-line Positive Pay with the ability to set a default decision.

K. Contractor will notify NHES immediately if it finds an error in the daily deposit to NHES accounts. Contractor will research discrepancies and provide timely documentation if changes are made to any account.

L. Contractor must debit the correct checking account when a check and/or EFT is returned for insufficient funds. If the wrong account is debited, the Contractor will be responsible for making the necessary corrections to the account upon discovering or when notified by NHES.

M. Following receipt of signed forgery affidavits from NHES, the Contractor will credit the appropriate NHES account for the amount of the forged check. It will be the Contractor's responsibility to investigate and obtain restitution in the amount of the forged check.

N. Contractor will credit the appropriate account for the amount of any check cashed for which a Stop Payment/Void Order had been previously issued. It will be the Contractor's responsibility to obtain restitution of these funds.

O. Contractor will accept on-line cancellations of stop payments and lift the stop payment from the check number the same day the cancellation is received. Contractor will resolve any issues if the cancellation is not lifted.

P. Contractor will not honor NHES checks that are older than 6 months (stale-dated). If a stale-dated check is cashed, the Contractor will credit the appropriate account. It will be the Contractor's responsibility to obtain restitution of these funds.

Q. Contractor will provide all carbonless deposit slips and check stock at no charge (approximately 100 checks per year for Benefit Account, 100 checks per year for Clearing Account and 50 checks per year for Revolving Account).

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R. Contractor will enter into a separate collateralization agreement to cover all funds in excess of the Federal Deposit Insurance Corporation (FDIC) insured limit.

S. Contractor will provide two (2) check scanners for electronic check processing/deposits.

T. Contractor will provide NHES the ability to block unauthorized debit/credit transactions on its accounts.

U. Contractor will notify NHES immediately of any known or suspected security breach pursuant to applicable State and Federal laws.

V. Contractor will propose a solution for NHES to consider and implement should it choose to make debit/credit card payment services available.

W. Contractor will propose a solution for NHES to consider and implement should it choose to utilize electronic access cards (EAC) as a means to make unemployment insurance benefit payments.

X. Contractor will provide overdraft protection for NHES accounts.

Contractor Initials KK
Date 2/9/18

EXHIBIT B

2 PRICE TERMS

2.1 Pricing In Accordance With Proposal

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning April 1, 2018 or upon Governor and Council approval, whichever is later, and continuing through March 31, 2021. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Item Description	Per Item Cost	Fixed Annual Cost by Account	
		Benefit	Clearing
Check Paid	$0.08		
Deposit (via scanner)	$0.25		
Deposit (via teller)	$0.25		
Check Deposited	$0.04		
ACH Paid	$0.05		
ACH File Transmission	$5.00	$240.00	$120.00
ACH Failed	$3.00		
ACH NOCs	$3.00		
ACH Reversals	$5.00		
Wire In	$10.00		
Wire Out	$10.00		
Stop Payment	$20.00		
Void	$1.00		
Imaging	$0.01	$660.00	$660.00
Account Maintenance		$330.00	$330.00
Account Reconciliation	$0.02	$540.00	
Full Positive Pay	$0.03	$180.00	$480.00
Online (Electronic) Banking	$3.00	$2,730.00	$2,730.00
Overdraft Protection			
Check Scanners (2)	$980.00		
Deposited Check Return	$7.00		
Foreign Check Deposit	$30.00		
Insurance Recovery Charge	$0.0014		
ACH Addenda Record	$0.01		
ARP Manual Issues	$1.00		

Total Contract Cost Not to Exceed: $300,000.00

	Year 1	Year 2	Year 3	Total
Breakdown by Year	$ 100,000.00	$ 100,000.00	$ 100,000.00	$ 300,000.00

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2.2 Invoices

The Contractor will invoice NHES separately for each account on a monthly basis.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoices should be addressed to: New Hampshire Employment Security
ATTN: Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Invoices should be e-mailed to: accountspayable@nhes.nh.gov

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EXHIBIT C

3 ADDITIONAL PROVISIONS

3.1 Term & Extension

The agreement will begin April 1, 2018 or upon Governor and Council approval, whichever is later, and remain in effect until March 31, 2021, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended twice for up to one (1) additional year at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

3.2 Contract Documents

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

3.3 Termination For Convenience

If Contractor fails to perform services as required, this agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

3.4 Confidentiality And Criminal Record

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process. If there is any individual working for the Contractor who will be visiting an NHES facility who has not completed such screening process, the Contractor agrees that a Criminal Record Authorization Form will be provided prior to the start of any on site work by such employee. There is a fee for each background check required, which must be paid by the Contractor.

3.5 Damage

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the Contractor's work to their original condition or better. Contractor agrees to obtain prior written approval of the NH Employment Security representative assigned to project prior to having any sub-contractor perform such on site repair work.

3.6 Insurance

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim and $2,000,000 per incident. Contractor agrees to maintain Workers' Compensation and

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employer's liability insurance for all Contractor employees engaged in the performance of the agreement and provided updated certificates for such coverage.

3.7 Sub-Contracting

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or performance required by this Agreement without the prior written consent of NH Employment Security.

3.8 Certification Regarding Debarment, Suspension And Other Responsibility Matters In Primary Covered Transactions

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

3.9 Vendor Application/Alternate W-9

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

3.10 Americans With Disabilities Act

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

3.11 Non-Discrimination

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of Federal, State, County or Municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

Contractor Initials [illegible]
Date 2/9/18