



## ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



48

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

March 8, 2023

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 agreement with Citizens Financial Group, Inc., N.A. d/b/a Citizens Bank (VC 165622), Manchester, NH, in an amount up to \$270,000 for unemployment compensation trust fund banking services, with the option to renew for up to two additional one-year terms, effective upon Governor and Council approval, or April 1, 2023, whichever is later, through March 31, 2026. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2023, and are anticipated to be available in Fiscal Years 2024, 2025 and 2026, upon continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified:

		<b>STATE FISCAL YEAR</b>			
		<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY				
10-02700-80410000-020-500204	Current Expense, Banking Fees	\$22,500	\$90,000	\$90,000	\$67,500

### 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 2023-01 was publicly issued to prospective vendors on February 2, 2023 to obtain qualified vendors. The RFP was posted to two state websites and previously interested parties were notified.

*NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities*

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: [www.nhes.nh.gov](http://www.nhes.nh.gov)

A single proposal was received from Citizens Bank, the current vendor. Citizens Bank's proposal met the necessary requirements under the RFP and included a reasonable increase over prices from 2017. NHES calculated the estimated annual banking costs using elevated volume levels to ensure adequate coverage throughout the term of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "George N. Copadis". The signature is fluid and cursive, with a prominent initial "G" and a long, sweeping tail.

George N. Copadis  
Commissioner

GNC/jdr

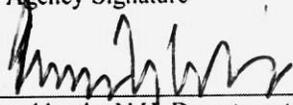
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 03301	
1.3 Contractor Name Citizens Financial Group, Inc.		1.4 Contractor Address 900 Elm Street Manchester, NH 03101	
1.5 Contractor Phone Number 603-634-7065	1.6 Account Number 10-027-8041-020-500204	1.7 Completion Date March 31, 2026	1.8 Price Limitation \$270,000.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature  Date: 3/6/23		1.12 Name and Title of Contractor Signatory Kim Little, Senior Vice President	
1.13 State Agency Signature  Date: 3/8/23		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 <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: <i>/s/ Christopher Bond</i> On: 3/8/23			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *dh*  
 Date *3/6/23*

**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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 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.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
CONTRACT 2023-01  
BANKING SERVICES FOR PROCESSING STATE AND FEDERAL UNEMPLOYMENT  
COMPENSATION FUNDS**

**EXHIBIT A**

**SECTION 1 – SPECIAL PROVISIONS**

**1.1 TERM**

The Term of the Contract will be for three (3) years from the date of approval. The contract term may be extended by up to two (2) additional one (1) year terms 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 & Executive Council approval.

**1.2 TERMINATION**

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

**1.3 CONFIDENTIALITY AND CRIMINAL RECORD**

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

**1.4 NH CERTIFICATE OF GOOD STANDING**

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

**1.5 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.

**1.6 DAVIS-BACON ACT (if applicable)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the

area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

**1.7 AMERICANS WITH DISABILITIES ACT**

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

**1.8 DAMAGE (if applicable)**

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

**1.9 PAYMENT BOND/MILLER ACT (if applicable)**

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

**1.10 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.

**1.11 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.

**1.12 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)**

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

Contractor Initials *[Signature]*  
Date 3/6/23

**1.13 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.

**1.14 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).

**1.15 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.

**1.16 NEVER CONTRACT WITH THE ENEMY**

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

**1.17 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT**

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

**1.18 STEVENS AMENDMENT**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
CONTRACT 2023-01  
BANKING SERVICES FOR PROCESSING STATE AND FEDERAL UNEMPLOYMENT  
COMPENSATION FUNDS**

**EXHIBIT B**

**Section 1 – Description of Agency and Programs Served**

**A. Introduction**

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.”

**B. Employer Contributions**

The funds used to pay most unemployment benefits are provided by subject employers in the State of New Hampshire (approximately 52,226 employers). Employers pay unemployment tax contributions based on the first \$14,000 (current taxable wage base amount) paid to each individual employee annually, and those payments are deposited into the Clearing Account. Employer unemployment tax contributions are due four times each year, on or before the last day of the month following the close of the calendar quarter.

NHES currently receives unemployment tax contributions from employers by paper checks and EFT transactions via the NHES on-line WEBTAX application. NHES utilizes remote deposit scanners to scan and deposit checks. NHES also receives EFT payments from the US Treasury under the Treasury Offset Program.

One requirement of the Unemployment Compensation Program is to have funds wire transferred from the Clearing Account to the State’s Unemployment Trust Fund Account, maintained by the United States Treasury Department in Washington, DC, not later than two business days from the date of deposit. Daily wire transfers are performed by the State’s Unemployment Trust Fund Treasurer.

Through the normal process associated with the Clearing Account, the balance in the account will accumulate an earnings credit which shall be applied against the cost of maintaining the Clearing Account. Any cost in excess of balance earnings credit shall be invoiced to NHES – Fiscal Management Section on a monthly basis and will be paid from administrative funds outside of the Clearing Account.

**C. Payment of Unemployment Benefits**

Unemployment insurance claimants are paid benefits once per week for each week of eligibility. Unemployment benefit payments are currently provided by NHES in the form of paper check and EFT drawn against the Benefit Account. The overall volume of activity in the Benefit Account fluctuates depending on the unemployment rate in the State.

The largest source of deposits into the Benefit Account is wire and ACH transfers from the State's Unemployment Trust Fund Account maintained by the US Treasury Department in Washington, DC. The US Treasury wire transfers funds directly to the Benefit Account daily. Other sources of deposits include Federal program funds as well as benefit overpayment recoveries received from claimants. NHES also receives EFT payments to the Benefit Account from the US Treasury under the Treasury Offset Program.

A compensating balance is maintained in the Benefit Account, and the earnings credit on that balance shall be applied against the cost of maintaining the Benefit Account. Any cost in excess of compensating balance earnings credit shall be invoiced to NHES – Fiscal Management Section on a monthly basis and will be paid from administrative funds outside of the Benefit Account.

**D. General/Regulatory Banking Requirements**

Contractor must enter into a separate collateralization agreement to cover all funds in excess of the FDIC insured limit. The collateralization agreement must include a provision to periodically adjust the collateralized amount to reflect changes in the amount of funds deposited with Contractor.

Because of federal regulations found in the Cash Management Improvement Act (CMIA), NHES draws funds from the Unemployment Trust Fund Account in the US Treasury in accordance with a check clearance pattern established in the Federal CMIA agreement. While this requirement is intended to be interest neutral, it creates the possibility, however slim, that there may not be sufficient funds in the Benefit Account to cover all checks presented for clearance. In such a case, NHES would be able to cover any shortfall once notified by the Contractor as part of the regular morning reporting on the account balances. Contractor must agree to provide overdraft protection for the Benefit Account in the event there is a short-term overdraft and agree never to refuse to cash a valid NHES benefit check.

Contractor will cover the overdraft without imposing the standard per check fee, by proposing a fee system based on the cost for covering the overdraft plus an agreed upon number of basis points over the average Federal Funds Rate for the previous seven days. Any overdraft costs incurred must be included on the monthly invoice to NHES for payment from administrative fund sources.

As stated previously, a compensating balance is maintained in the Benefit Account, and the earnings credit on that balance shall be applied against the cost of maintaining the Benefit Account. In the event that Benefit Account compensating balance earnings credit exceeds the costs in any given month, the excess earnings credit is to be carried forward as a credit against the future month's service charges. Any cost in excess of

Contractor Initials   
Date 3/6/23

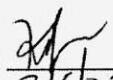
compensating balance earnings credit shall be invoiced to NHES – Fiscal Management Section on a monthly basis and will be paid from administrative funds outside of the Benefit Account. Additionally, costs in excess of Clearing Account balance earnings shall be invoiced to NHES – Fiscal Management Section on a monthly basis and will be paid from administrative funds outside of the Clearing Account. Contractor will be compensated for the services provided to NHES for any costs in excess of compensating balance earnings credit for the Benefit Account and Clearing Account.

**Section 2 – Scope of Services**

2.1 Contractor shall provide in-network locations within reasonable proximity to NHES’ twelve (12) Local Offices located in the cities and towns of Berlin, Claremont, Concord, Conway, Keene, Laconia, Littleton, Manchester, Nashua, Portsmouth, Salem, and Somersworth. “In-network locations” is defined as a system of ATM and teller locations at which NHES customers may present NHES benefit checks for payment or electronic access cards for cash withdrawal without any charge, whether or not they are account holders. “Reasonable proximity” is defined as no more than 50 miles from each NHES office location listed above.

2.2 Contractor shall provide the particular services requested within RFP 2023-01 and outlined below, as well as all usual and customary banking services for the Clearing Account, Benefit Account, Revolving Fund, and Non-UCTF accounts as well as any additional accounts to be added. Contractor shall meet the following specifications for the performance of services:

- A. Contractor will provide NHES on-line access to information contained within its accounts. On-line banking system access 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, Revolving Fund Account, and Non-UCTF accounts as well as any additional accounts to be added 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, 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 grand total debit 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.

Contractor Initials   
Date 3/6/23

- 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 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, and the ETA-8414, Income-Expense Analysis, UC Fund, Clearing Account, and similar detailed banking transactions reports for the non-UCTF accounts according to instructions provided by NHES, and forward both reports to NHES not later than 10 calendar days after the close of each month.
- I. Contractor will provide a semi-monthly reconciliation of the Clearing Account, Benefit Account, Revolving Fund Account, and Non-UCTF accounts as well as any additional accounts to 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 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, Clearing and non-UCTF 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.
- 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   *WV*    
Date   3/6/23

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
CONTRACT 2023-01  
BANKING SERVICES FOR PROCESSING STATE AND FEDERAL UNEMPLOYMENT  
COMPENSATION FUNDS**

**EXHIBIT C**

**Section 1 Price Terms**

**1.1 Pricing In Accordance with Proposal**

The Contractor agrees to provide NHES with services as indicated in **Exhibit B** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning April 1, 2023 or upon Governor and Council approval, whichever is later, and continuing through March 31, 2026. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Item Description	Cost Per Item	Additional Annual Fixed Cost (per account)
Paid Items	\$0.09	\$0
Check Scanner for Deposits	\$1,150	\$0
Deposits (via scanner)	\$0.50	\$0
Deposits (via teller)	\$0.50	\$0
Deposited Items (via scanner)	\$0.05	\$0
Deposited Foreign Checks*	\$50.00	\$0
Wires Incoming/Outgoing	\$15.00	\$0
Imaging	\$0.00	\$600
Imaging Exchange Maintenance	\$0.00	\$234
ACH Items	\$0.055	\$156
ACH File Transmission	\$7.00	\$0
ACH Failed/NOCs	\$4.00	\$0
ACH Reversal	\$20.00	\$0
ACH Addenda Record	\$0.05	\$0
Other ACH Fees	\$10.00	\$0
Deposited Check Return	\$10.40	\$0
Positive Pay Services	\$0.05	\$360

Item Description	Cost Per Item	Additional Annual Fixed Cost (per account)
Positive Pay Voids	\$1.50	\$0
Positive Pay Exception	\$7.50	\$0
Electronic Banking	\$0.00	\$3,120
AccessOPTIMA user access >2	\$16.00	\$0
Account Maintenance	\$10.00	\$0
Full Account Reconciliation	\$0.05	\$540
Transaction Input/Output	\$0.02	\$1,080
Internal Transfer (DB/CR)	\$0.20	\$0
Overdraft Protection	\$0.00	\$0
Electronic Payment Agreement	\$0.12	\$0
Earnings Credit Rate	0.18%	\$0
Electronic Access Card Functionality	TBD	\$0
Debit/Credit Payment Acceptance Functionality	.25% and \$0.10 above interchange	\$0

Breakdown by year	Year 1	Year 2	Year 3	Total Contract
	\$ 90,000	\$ 90,000	\$ 90,000	\$ 270,000

**1.2 Invoices**

Contractor will invoice NHES on a monthly basis and must contain sufficient details.

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 emailed to:

accountspayable@nhes.nh.gov

Contractor Initials *dh*  
 Date 3/6/23



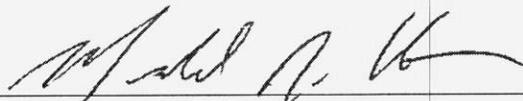
## CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, Acting 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, April 25, 2022, 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



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Acting Comptroller of the Currency





BOARD OF GOVERNORS  
OF THE  
**FEDERAL RESERVE SYSTEM**  
WASHINGTON, D. C. 20551

ADDRESS OFFICIAL CORRESPONDENCE  
TO THE BOARD

**CERTIFICATE**

According to official records of the Board of Governors of the Federal Reserve System, effective February 09, 2004, the following organization elected to become a financial holding company under section 4(k) and (l) of the Bank Holding Company Act of 1956, as amended:

CITIZENS FINANCIAL GROUP, INC.,  
PROVIDENCE, RI.

Signed and sealed on April 26, 2022,  
at Washington, D.C.

A handwritten signature in black ink, appearing to read "Michele Taylor Fennell".

By: \_\_\_\_\_  
Michele Taylor Fennell  
Deputy Associate Secretary of the Board

Bonny Sexton  
Corporation Service Company  
801 Adlai Stevenson Drive  
Springfield, IL 62703

FOIA-2022-00434

## CITIZENS BANK, N.A.

### Certificate of Incumbency

I, Robin S. Elkowitz, the undersigned, 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 17, 2022 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 Corporation, 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 or Corporation 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 or Corporation 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**

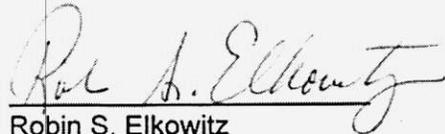
Kim Little

**Title**

Senior Vice President

DATED this 13th day of February 2023.

[SEAL]



Robin S. Elkowitz  
Corporate Secretary  
Citizens Bank, N.A.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2023

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> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Citizens Financial Group, Inc. Citizens Bank, N.A. One Citizens Bank Way Mailstop: JCCL45 Johnston, RI 02919	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company <b>NAIC #</b> 23035	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W28279118      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	TB2-611-004526-032	03/31/2022	03/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Per Location Agg \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: Banking Services Contract 4/1/2023-3/31/2026.

All terms and coverages evidenced on this certificate will only apply to the extent of the requirements within the written agreement or lease.  
Certificate Holder is included as an Additional Insured to the General Liability, as required by written contract.

**CERTIFICATE HOLDER**      **CANCELLATION**

State of NH Department of Employment Security 45 South Fruit Street Concord, NH 03301-4857	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 