



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

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 Econsult Solutions, Inc., Philadelphia, PA, increasing the contract amount by \$92,000 from \$137,500 to \$229,500 and extending the term of the contract to December 31, 2020 from the current completion date of June 18, 2020 in order to accommodate expanded scope resulting from the COVID-19 pandemic. 100% Other funds.

The original contract was approved by the Governor and Council on December 18, 2019 (Item #76) following a competitive bid process.

Other 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	<u>SFY 2021</u>
10-02700-80400000-102-500731	Contracts for Program Services	\$92,000

EXPLANATION

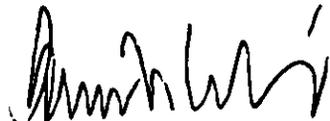
The COVID-19 pandemic has greatly impacted the State of New Hampshire, individuals and families, and businesses, and as a result, NHES amended its contract with Econsult Solutions by increasing the contract limitation and extending the completion date in order to accommodate an expanded scope resulting from the COVID-19 pandemic.

The original contract provided for an analysis of the "Cliff Effect" in New Hampshire and to develop recommendations on possible solutions. The "Cliff Effect" is the term that describes what happens when individuals or families who receive public benefits see a reduction or loss of public benefits due to new or increased income and the increased income does not fully compensate for the loss of those public benefits. The "Cliff Effect" is a major impediment to family mobility; economic independence; and meeting ongoing workforce demands. NHES in collaboration with the Department of Health & Human Services (DHHS) seeks to expand the contract scope and term to allow for the economic analysis of the "Cliff Effect" to include both pre-COVID-19 and post-pandemic factors and data.

The State will benefit from the expanded analysis and required presentations and reports produced under the study by more fully understanding wage and benefit dynamics both pre-COVID-19 and post-pandemic; better identifying governmental policy changes with maximum potential for families and employers; and better identifying changes for impactful economic and labor force growth for all areas of New Hampshire.

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

Respectfully submitted,

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

George N. Copadis
Commissioner

Attachments

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE EMPLOYMENT SECURITY
ECONOMIC ANALYSIS OF THE "CLIFF EFFECT" CONTRACT
2020-01
CONTRACT AMENDMENT #1**

WHEREAS, as a result of RFP #2020-01, and pursuant to an Agreement approved by Governor and Council on December 18, 2019, Item #76, hereinafter referred to as "Agreement," Econsult Solutions Inc., hereinafter referred to as "ESI" or "Vendor," agreed to conduct an analysis of the "Cliff Effect" in New Hampshire and to develop recommendations on possible solutions, based upon terms and conditions specified in the Agreement, and in consideration of payment of certain sums by New Hampshire Employment Security ("NHES");

WHEREAS, pursuant to Agreement Form P-37 Section 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, the "Cliff Effect" is a term that describes what happens when individuals or families who receive public benefits see a reduction or loss of public benefits due to new or increased income and the increased income does not fully compensate for the loss of those public benefits;

WHEREAS, NHES, in collaboration with the Department of Health and Human Services (DHHS) is undertaking an effort to gain a better understanding of the impact the "Cliff Effect" has on family decision making around work ambitions and economic independence, but also with regard to the impact on the business sector and continued labor force growth;

WHEREAS, to reach this goal, NHES and DHHS entered into a Memorandum of Understanding (MOU), approved by Governor and Council on June 5, 2019, Item #29, to allow DHHS to provide funding in the amount of \$60,000 to NHES for NHES to conduct an economic analysis of the "Cliff Effect" across New Hampshire within six (6) months;

WHEREAS, the MOU also required DHHS to share information with NHES so that NHES or its subcontractor would be able to complete the economic analysis;

WHEREAS, subsequently NHES entered into the above referenced Agreement with ESI in order to carry out its obligations to DHHS under the terms of the MOU, and specifically, ESI agreed to complete all work within the project timeline, by June 18, 2020;

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

WHEREAS, the COVID-19 Pandemic has greatly impacted the State of New Hampshire, individuals and families, and businesses, and as a result, the MOU between NHES and DHHS was modified by MOU Amendment #1, dated July 2, 2020, and approved by the Governor on July 31, 2020, to increase the total amount of funding to allow for the economic analysis of the "Cliff Effect" to include both pre-COVID-19 and post-pandemic factors and data;

WHEREAS, NHES wishes to retroactively extend Contract 2020-01 from its current completion date of June 18, 2020 to December 31, 2020 in order to understand the economic, demographic, and policy factors affecting the "Cliff Effect" across New Hampshire both pre-COVID-19 pandemic and post-pandemic; and

WHEREAS, NHES wishes to increase the contract price by \$92,000.00, increasing the Agreement total from \$137,500.00 to a new total of \$229,500.00 through the new completion date.

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

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

1. Amend Section 1.7 of the Agreement P-37 Form by extending the Completion Date from June 18, 2020 to December 31, 2020.
2. Amend Section 1.8 of the Agreement P-37 Form by increasing the Price Limitation from \$137,500.00 to \$229,500.00.
3. Amend Exhibit A, Scope of Services, by deleting Sections 1.3 through 1.7 and replacing as follows:

1.3 Due to the COVID-19 pandemic and the widespread impact on New Hampshire's workforce, business climate, and entire economy, the following will be added to the analysis:

1.3.1 Unemployment Data: Analyzing the particular reasons for receiving enhanced unemployment benefits in order to help inform both short term and long-term policy needs around childcare as more and more of the economy opens back up and the workforce returns to normal levels. At the time of the original engagement, Unemployment Data was not reviewed or considered, due to New Hampshire's low unemployment rate. This data will be essential to the State of New Hampshire as we continue the recovery phase of the COVID-19 pandemic;

1.3.2 Child Care Availability and Affordability: This data will be specific by geography and at a minimum include the following: household characteristics - gender, earnings prior to unemployment, the employment sectors, and community demographics. At the time of the original engagement, availability of childcare, particularly availability in certain communities, was not an area of focus. This data will be essential to the State of New Hampshire as we continue the recovery phase of the COVID-19 pandemic;

1.3.3 How has increased unemployment across the State and among different industries due to the COVID-19 pandemic affected the probability that individuals will confront benefit cliff decisions in different communities and regions of the state? Do COVID-19 induced employment impacts

fundamentally alter benefit cliff calculations or are the impacts transitory?

- 1.3.4 How will the COVID-19 pandemic broaden the population with child care demands thus accelerating concerns around child care availability and affordability for all and how does that restrict economic mobility for both the population previously facing a child care related benefit cliff prior to the pandemic and the population now facing a labor force participation cliff due to child care constraints?
- 1.4 ESI will communicate with NHES, DHHS, and others during and at completion of project efforts, including ongoing summaries of projects activities and periodic updates of project findings.
- 1.5 ESI shall provide a final presentation and recap of project activities, analysis, and reports so that the State can inform policymakers.
- 1.6 ESI shall provide other presentations to recap the project, analysis, and report as requested by the Department.
- 1.7 ESI will complete all work by December 31, 2020.
- 4. Amend Exhibit A, Scope of Services, by deleting Section 6.1 and replacing it as follows:
 - 6.1 In the event of a conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
 - a. Amendment #1
 - b. State of New Hampshire General Provisions, Form P-37 and attached Exhibits A, B, and C.
 - c. ESI's Proposal dated September 18, 2019
- 5. Amend Exhibit B, Price Terms, as follows:

PRICING IN ACCORDANCE WITH PROPOSAL

The contractor agrees to provide NHES with services as indicated in Exhibit A of the Agreement and Amendment #1 at prices quoted in the Proposal and as shown below. The Contract is for a term beginning upon Governor approval and continuing through December 31, 2020. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

	12/18/19-6/18/20	6/19/20 – 12/31/20	Entire Term
Rate for all Services	\$122.94/hour	\$122.94/hour	\$122.94/hour
Total Projected Hours	1,118.44 hours	748.33 hours	1,866.77 hours
Total Projected Cost	\$137,500.00	\$92,000.00	\$229,500.00
Contract Total Not To Exceed			\$229,500.00

6. Amend Exhibit C, Additional Provisions, as follows:

Delete the current TERM & EXTENSION and replace it with:

The agreement will begin upon Governor's approval and remain in effect until December 31, 2020, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended for up to an additional six (6) months upon mutual agreement of the parties and subject to the approval of the Governor.

Let the intent of the amended monies, dates, and expectations be fully realized as stated and carry full weight and force throughout the Agreement even if not specified due to human error.

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.

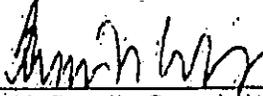
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.



Ethan Conner-Ross, Vice President
Econsult Solutions, Inc.

Date: 9-3-2020

State of New Hampshire



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

Date: 9/4/20

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



State of New Hampshire, Department of Justice

Date: 9/4/20

Governor Approval

Date: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ECONSULT SOLUTIONS, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on November 20, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 831536

Certificate Number: 0004959165



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of July A.D. 2020.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Wendy M. Gabriele, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)

Econsult Solutions, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on August 31, 2020,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Ethan Conner-Ross, VP and Associate Principal (may list more than one
person) is duly authorized to enter into contracts or agreements on behalf of

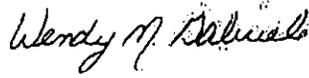
Econsult Solutions, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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

DATED: August 31, 2020

ATTEST:


Secretary/Treasurer, CAO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2020

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 Biddle & Company, Inc. 3650 Winding Way Ste 200 Newtown Square, PA 19073 Mary Sue Simon	484-427-8900	CONTACT NAME: Mary Sue Simon PHONE (A.C. No. Exp): 484-427-8900 FAX (A.C. No.): 484-427-8923 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED Econsult Solutions, Inc. 1435 Walnut Street #400 Philadelphia, PA 19102	INSURER A: Continental Casualty Companies NAIC # 20443	
	INSURER B: U.S. UNDERWRITERS INS. CO 35416	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	ADOL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			5085754977	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000
A	<input checked="" type="checkbox"/> Crime GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5085754977	01/01/2020	01/01/2021	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Crime \$ 1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIBED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B5085754977	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$: 10000			5085760052	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC620023591	01/01/2020	01/01/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	cyber			CY3110229	08/25/2019	08/25/2020	cyber \$ 2,000,000
B	professional			SP1554636C	12/05/2019	12/05/2020	profess \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Employment Security is named additional insured

CERTIFICATE HOLDER New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301-4857	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 <i>Mary Sue Simon</i>



76 792
~~ADMINISTRATIVE OFFICE~~:00 DA
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 3, 2019

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 an agreement with Econsult Solutions, Inc., Philadelphia, PA in the amount not to exceed \$137,500 to conduct an analysis of the "Cliff Effect" in New Hampshire and to develop recommendations on possible solutions from the date of Governor and Council approval through June 18, 2020. 100% Other funds.

Funding is available in account Contracts for Program Services as follows:

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>2020</u>
10-02700-80400000-102-500731	Contracts for Program Services	\$137,500

EXPLANATION

The "Cliff Effect" is the term that describes what happens when individuals or families who receive public benefits see a reduction or loss of public benefits due to new or increased income and the increased income does not fully compensate for the loss of those public benefits. The "Cliff Effect" is a major impediment to family mobility; economic independence; and meeting ongoing workforce demands. NHES in collaboration with the Department of Health & Human Services (DHHS) is undertaking this effort to gain better understanding of the impact the "Cliff Effect" has on family decision making around work ambitions and economic independence but also with regard to the impact on the business sector and continued labor force growth. The State will benefit from the analysis and required presentations and reports produced under the study by more fully understanding wage and benefit dynamics; better identifying governmental policy changes with maximum potential for families and employers; and better identifying changes for impactful economic and labor force growth for all areas of New Hampshire. The contract total of \$137,500 is for the period from Governor and Council approval through June 18, 2020.

A competitive proposal process was undertaken for Economic Analysis of the "Cliff Effect" services. A "Request For Proposal" (RFP) was posted to two (2) state websites. The selection process involved scoring a maximum of 70 points for the technical proposal and a maximum of 30 points for the price proposal. The technical proposal scoring criteria included relevant experience, overall qualifications, financial stability of proposer, references, and the quality of responses to specific topic-related questions. A review of the submitted proposals resulted in the selection of the highest scoring proposal for the selected service. An RFP summary with proposal information is attached.

Respectfully submitted,

George N. Copadis
Commissioner
Attachments



STATE OF NEW HAMPSHIRE
Department of Employment Security
Evaluation Scoring Sheet
RFP # NHES 2020-01
Economic Analysis of the "Cliff Effect"
Issue Date: August 19, 2019
Due Date: September 20, 2019

	PROPOSER NAMES	
	Econsult Solutions Inc	Center for Governmental Research
RANK	1	2

EVALUATION TEAM:

Richard Lavers, NHES Deputy Commissioner

Brian Gottlob, NHES Director, Bureau of Economic & Labor Market Information

Christine Tappan, DHHS Assistant Commissioner

Christine Santaniello, DHHS Director, Division of Economic & Housing Stability

Lisa English, DHHS Attorney

RFP was posted to two state websites.

2 Proposals Submitted

2 Responding Vendors

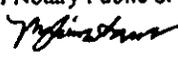
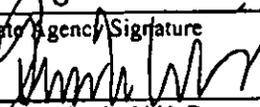
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Econsult Solutions, Inc.		1.4 Contractor Address 1435 Walnut Street, 4th Floor, Philadelphia, PA 19102	
1.5 Contractor Phone Number 215-717-2777	1.6 Account Number 10-027-804	1.7 Completion Date June 18, 2020	1.8 Price Limitation \$137,500.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4004	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ethan Conner-Ross, Vice President & Associate Principal	
1.13 Acknowledgement: State of <i>Pennsylvania</i> , County of <i>Philadelphia</i> On <i>18th November, 2019</i> , 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]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL MARY ELIZABETH GRUWELL Notary Public CITY OF PHILADELPHIA, PHILADELPHIA, CNTY My Commission Expires Dec 30, 2019 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <i>Mary Elizabeth Gruwell, Notary Public</i>			
1.14 State Agency Signature  Date: <i>11/25/19</i>		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: <i>12/2/2019</i>			
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

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 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 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 \$1,000,000 per 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.

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.

EXHIBIT A
SCOPE OF SERVICES

Below is the scope of work designed to result in a comprehensive and cohesive picture of how the benefits cliff effect impacts New Hampshire's citizens, communities, and economy. Econsult Solutions, Inc. ("ESI") will provide direction and coordination of this analysis and then, by examining governmental support programs involving food, childcare, health insurance, financial assistance, housing, and other economic related supportive services, ESI will identify benefit cliffs and make recommendations as to policy proposals. The analysis shall include a statewide as well as a regional analysis (which may include specific urban communities, specific rural communities, or a specific regional configuration (i.e.: areas that have high summer or winter employment), and a community-by-community analysis, which shall identify the unique needs to each community.

1. SCOPE OF WORK

Services will be provided as described in ESI's proposal submitted in response to RFP # NHES 2020-01. ESI's Proposal is hereby incorporated by reference into this Agreement.

1.1. ESI shall:

- 1.1.1. Identify specific benefit cliffs in New Hampshire, both statewide and community-by-community. This includes a detailed analysis at the county level, and for approximately thirty larger communities to be identified by NHES within those counties.
- 1.1.2. Analyze how the cliff effect impacts different populations and communities and identify what populations are in the deepest need of a rapid benefit cliff solution.
- 1.1.3. Analyze data regarding benefit thresholds, economic data, and how other states have solved the cliff effect, including public and private solutions.
- 1.1.4. Quantify the impacts of the cliff effect, including addressing how the cliff effect hampers family economic mobility and identifying what fiscal impacts the cliff effect has on the workforce shortage in New Hampshire. This task includes identifying the impact for businesses, communities, and State revenue.
- 1.1.5. Develop policy recommendations as to how the State may mitigate or eliminate the benefits cliff effect. The analyses shall identify recommendations to solve the

Contractor Initials ER
Date 4/21/19

benefits cliff at the state, local, and possibly federal levels. In addition, ESI shall explain how its proposed policies should be prioritized and implemented.

1.2. ESI will work with the State to consider the following questions:

- What tools do parents and state/community workers need to understand how the cliff effect influences workers' aspirations and decisions for families?
- How can we combine family economic goals and work ambitions with the worker shortage in an intentional, targeted manner?
- How can business and government work together to reduce our worker shortage?
- How should government, business, philanthropy, and local communities come together to create rapid, responsive, and easily accessible supports so children have safe, stable, and nurturing environments in which to thrive, while their parents work?
- How can we remove government barriers to sustainable employment and family resiliency?

1.3. Within ten (10) business days of Governor and Executive Council approval of the contract, ESI will hold an initial "kick off" meeting with NHES and DHHS that will demonstrate how they will approach and manage project efforts. During this meeting, ESI will provide a project timeline for approval.

1.4. ESI will communicate with NHES, DHHS, and others during and at completion of project efforts, including ongoing summaries of project activities and periodic updates of project findings.

1.5. ESI shall provide a final presentation and recap of project activities, analysis, and reports so that the State can inform policymakers.

1.6. ESI shall provide other presentations to recap the project, analysis, and report as requested by the Department.

1.7. ESI will perform the required work within ESI's proposed project timeline, with all work completed within six (6) months of approval of the contract by the Governor and Executive Council.

2. STAFFING AND PROJECT MANAGEMENT

2.1. ESI agrees that it will maintain adequate staffing to provide NHES with responsive and timely service.

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Date 11/21/19

- 2.2. ESI agrees to have the appropriate principals directly responsible for the management of the project as outlined in its proposal. A principal of ESI will also assume responsibility for providing daily oversight of the project and will be present at all meetings unless otherwise agreed to by both parties. NHES will provide a staff member who will serve as the project's point of contact.
- 2.3. ESI will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the ESI. All data generated as a result of this contract is the exclusive property of NHES. ESI is to provide NHES with 30 days written notice of any proposed changes to its subcontractor.
- 2.4. ESI will provide guidance and support to its subcontractor to ensure maximum synergy and results.
- 2.5. ESI is not authorized to represent the State's position to the public or media and must be authorized to provide information from NHES or DHHS to any outside entity.

3. COLLABORATION WITH NHES AND DHHS

- 3.1. ESI shall collaborate with NHES's Economic and Labor Market Information (ELMI) Bureau, in partnership with technical experts from the Department of Health and Human Services ("DHHS"), to better understand the wage and benefits dynamics on a statewide level, as well as the unique challenges within each region.
- 3.2. NHES/ELMI shall provide labor market information, statewide and regionally, such as: unemployment, workforce vacancies, business environment, and employment supports needed for movement towards high demand professions. NHES/ELMI shall also provide information related to the business climate, high demand industries and occupations, current wage and employment information, community profiles, as well as industry and occupational projections. NHES/ELMI shall serve as the primary resource for all labor market information deemed necessary for conducting this analysis and developing policy recommendations. NHES/ELMI will provide a lead data steward to collaborate with the ESI.
- 3.3. DHHS will provide support and assistance regarding both program eligibility and program benefits for the Supplemental Nutritional Assistance Program (SNAP), the Temporary Assistance for Needy Families (TANF) program, child care, housing, transportation, Medicaid, information related to social vulnerability, and other programs identified that is deemed necessary for conducting this analysis and developing policy recommendations.

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Contractor Initials esi
Date 4/21/19

- 3.4. DHHS will provide information regarding public benefits individuals and families receive, statewide and regionally, for SNAP, TANF, Child Care, Medicaid, Housing subsidies, Social Vulnerability Index, and other available data that may be necessary to assist with the analysis. DHHS will provide a lead data steward to collaborate with the ESI.
- 3.5. No confidential individual/family identifiable information will be shared with the vendor by the State.

4. EXAMINATION OF RECORDS

- 4.1. NHES, upon giving notice to ESI, may examine all records and files related to its account. Arrangements for such examination must be conducted and scheduled at a time and place mutually agreeable to the parties involved.

5. COPYRIGHT AND OWNERSHIP

- 5.1. Any product, whether acceptable or unacceptable, developed under the contract is to be the sole property of the State of New Hampshire unless otherwise agreed to in writing by both parties.

6. ORDER OF PRECEDENCE

- 6.1. In the event of a conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
 - a. State of new Hampshire General Provisions, Form P-37 and attached Exhibits A, B and C; and then
 - b. ESI's Proposal dated September 18, 2019.

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Contractor Initials ES
Date 11/24/19

EXHIBIT B

PRICE TERMS

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 upon Governor and Council approval and continuing through June 18, 2020. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Rate for All Services	\$122.94/hour
Total Projected Hours	1,118.44 hours
Total Projected Cost	\$137,500.00
Contract Total Not To Exceed	\$137,500.00

Minimum Charge Policy, if any:

Not applicable. Vendor will charge for services provided within the scope as defined in Exhibit A based upon the hourly rate quoted above not to exceed the contract total amount quoted above.

If there are additional costs that may be charged, please specify in the space below:

No additional costs allowed.

Contractor Initials EA
Date 10/21/19

INVOICES

ESI shall submit invoices to the State on a monthly basis based on actual expenses. Invoices shall show current and cumulative expenses incurred to date as well as respective copies of payments to outside vendors. The State shall pay ESI within 30 days of receipt and approval of invoices in accordance with the normal State payment process.

ESI shall submit its final invoice no later than 30 days following project completion as determined by NHES and DHHS.

All ESI invoices shall be submitted to:

New Hampshire Department of Employment Security
ATTN: Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Contractor Initials ESR
Date 4/24/19

EXHIBIT C

ADDITIONAL PROVISIONS

TERM & EXTENSION

The agreement will begin upon Governor and Council approval and remain in effect until June 18, 2020, unless terminated sooner as provided for in the applicable contract provisions. The Contract may be extended for up to six (6) additional months upon mutual agreement of the parties and subject to the approval of Governor and Council.

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.

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.

CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on this project will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement.

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

SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without the prior written consent of NHES.

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 NHES of any changes in the status regarding this statement.

Contractor Initials ZZA
Date 4/21/19

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.

AMERICANS WITH DISABILITIES ACT

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

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 and state authorities 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.

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.

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.

Contractor Initials EZA
Date 4/20/04