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

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

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

September 16, 2021
SEP 17 '21 AM 8:53 RCVD

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a **sole source** Integrity Data Hub (IDH) Participation Agreement with the National Association for State Workforce Agencies' (NASWA's) Center for Employment Security Education and Research, Inc. (CESER)(hereinafter CESER), 444 N. Capitol Street, NW Suite 300, Washington, DC, from the date of Governor and Council approval through September 30, 2026.

EXPLANATION

Throughout the COVID-19 pandemic, there has been a very serious problem with fraudulent Unemployment Insurance (UI) claims being filed across the country resulting from identities stolen from large scale breaches occurring outside of the unemployment system. Even before the pandemic, there was a high level of concern about the potential for fraud in the payment of UI benefits. For this reason, the National Association of State Workforce Agencies (NASWA) had been working with the United States Department of Labor (USDOL) to develop an Integrity Data Center and "Integrity Data Hub" (IDH), to facilitate cross-matching of UI claims information by and between the States. CESER currently has a Cooperative Agreement with USDOL to operate the Integrity Data Center and IDH. States must enter into a "Participation Agreement" to be a part of the resulting data exchange network. As part of the recent state budget, NHES was authorized to participate in IDH as long as appropriate data safeguards were in place.

As noted in the Participation Agreement, "[t]he purpose of the IDH is to provide State[s] with a Center managed data hub where UI Claims data can be analyzed and cross matched with UI data from other states and various fraud detection sources designed to assist in the detection and prevention of fraudulent activity." Participation by the States in the IDH includes States submitting "suspicious actor data and UI claims data, and State[s] receiving associated lookup/matching/analysis results from the IDH and associated applications" as defined in the Agreement.
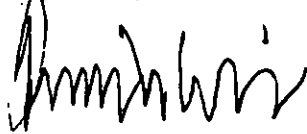
There is no cost to the States for participating in the IDH. Over the course of many Unemployment Insurance Program Letters (UIPLs), USDOL first recommended and then admonished States to take advantage of the fraud prevention benefits provided through

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 upon request of individuals with disabilities

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

participation in the IDH. In particular, the IDH helps identify suspicious actors who are filing UI claims in multiple States.

New Hampshire has done an incredible job throughout the pandemic at detecting fraudulent claims prior to payment. However, this work has largely fallen on the backs of the dedicated men and women of the Department. This type of dependency is not sustainable. IDH provides the opportunity for New Hampshire to work smarter by streamlining and better deploying limited resources in coordination with other States in order to effectively fight back against a national problem and continue to protect our employer paid Unemployment Compensation Trust Fund. Participating in the IDH will greatly enhance NHES' fraud prevention capabilities and reduce the amount of manual work that is currently being done to identify fraudulent claims before payments are made.

Respectfully submitted,

George N. Copadis
Commissioner

INTEGRITY

N A S W A U I I n t e g r i t y C e n t e r

In Partnership with USDOL

Unemployment Insurance Integrity Center

Integrity Data Hub (IDH)

Participation Agreement

Version: 4.0

Table of Contents

1. AGREEMENT

This Agreement is by and between the National Association of State Workforce Agencies' (NASWA) Center for Employment Security Education and Research, Inc. (CESER) and the State Workforce Agency (SWA), hereinafter referred to as "State".

2. INTRODUCTION

This document defines an Agreement between CESER and State for participation in the Integrity Data Hub (IDH). Participation includes State submitting suspicious actor data and UI claims data, and State receiving associated lookup/matching/analysis results from the IDH and associated applications as defined in this agreement.

3. BACKGROUND

About the Unemployment Insurance (UI) Integrity Center

Overpayments, errors, and instances of fraud within the UI program have been long-standing concerns for Congress, the Federal Office of Management and Budget (OMB), the U.S. Department of Labor (USDOL), and SWAs. To address these concerns, the USDOL and SWAs have initiated strategies and initiatives designed to reduce the risk of overpayments and prevent fraud.

NASWA's subsidiary, CESER, is the lead organization responsible for operation of the UI Integrity Center (Center). The Center is charged with developing "innovative UI program integrity strategies to reduce improper payments, prevent and detect fraud, and recover any improper payments made" (UIPL 28-12).

About the IDH

The purpose of the IDH is to provide State with a Center managed data hub where UI Claims data can be analyzed and cross matched with UI data from other states and various fraud detection sources designed to assist in the detection and prevention of fraudulent activity.

4. ROLES AND RESPONSIBILTIES – CESER

CESER shall be responsible for coordinating with State and managing the IDH. Specific responsibilities shall include:

- Project management, including preparation and maintenance of the IDH development and enhancement project plan/schedule;

- Scheduling/coordinating meetings, working sessions and reviews as needed;

- Documenting system functional and operational business requirements, including security requirements;

- Developing the system technical architecture/design;

- Developing and maintaining the IDH including all associated system documentation;

- Implementing and maintaining a secure, FedRAMP compliant IT infrastructure and ensuring all required updates and security systems are in place;

- Planning, coordinating, and assisting in system testing;

- Coordinating system implementation with State;

- Developing measures to evaluate performance/value;

- Preparing data sharing agreements as needed;

- Providing resources, as available, to State to support participation in the IDH project;

- Establishing agreements and NDA's with all authorized contractors; and

- Ensuring all transmissions are encrypted using the appropriate NIST standards.

5. ROLES AND RESPONSIBILTIES - STATE

State shall provide UI program and technical/IT personnel to assist with IDH implementation efforts. Specific responsibilities shall include:

- Providing suspicious actor data to populate the Suspicious Actor Repository (SAR) database (specific data elements to be provided are listed in Attachment 1)

- Providing initial and continued claims for matching and analysis (specific data elements to be provided are listed in Attachment 1);

- Receiving information from the IDH for analysis and appropriate action;

- Providing input on IDH usage and potential impact on work flows and business rules;

- Designating an IDH State Administrator to manage State user roles and entitlements;

- Participating in system testing, implementation, and evaluation.

6. PERIOD OF PERFORMANCE

This Agreement shall be valid for a five (5) year period beginning on date the agreement is executed and may be extended upon mutual agreement of both parties. The Agreement may be terminated by either party, in accordance with the Termination of Agreement clause in this Agreement.

7. PROJECT CONTACTS

Table 1 defines the primary project leadership points of contact for the IDH.

Table 1: IDH Project Contacts

Name	Title	Telephone	Email
Jerome Lord	Program Analyst	(406)422-9379	jlord@naswa.org
James Cotter	Project Manager	(703)587-8353	jcotter@naswa.org
Randy Gillespie	Project Director	(317)748-8779	rgillespie@naswa.org

Table 2 defines the primary project leadership points of contact for State. This list should include State Business lead, State Technical lead, and others as deemed appropriate.

Table 2: State IDH Project Contacts

Name	Title	Telephone	Email
Michael Burke	Business Lead	(603) 447-1463	Michael.H.Burke@nhes.nh.gov
Colleen O'Neill	Security Lead	(603) 228-4061	Colleen.S.O'Neill@nhes.nh.gov
William Laycock	Technical Lead	(603) 228-4181	William.Laycock@doit.nh.gov

8. TERMS AND CONDITIONS

Voluntary Participation: The parties have entered into this Agreement voluntarily and agree to participate in the operation and utilization of the IDH.

Data Ownership: All data provided by State shall remain the property of State.

Termination of Agreement: Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party. In case of termination, parties will work collectively to determine disposition of collected data.

Data Management

Data Collection and Storage

The data elements submitted from State for analysis, cross matching, and population of the Suspicious Actor Repository, are identified on Attachments 1 & 2 – IDH Data Elements, attached to this document. Any modifications to Attachments 1 & 2 will be made only by mutual agreement of both parties.

Data submitted to the IDH by State shall be retained by CESER, for purposes of analysis and cross matching to assist in the prevention and detection of improper payments and fraud.

Data Sharing

State acknowledges that information provided on suspicious actors (SAR data) and all UI claims data submitted to the IDH will be used by the IDH and its authorized contractors for analysis and cross matching against proprietary and publicly sourced data and data submitted from other participating states. Lookup requests (claim data) provided by individual states to the IDH are not shared with other states. Matching results are transmitted back to the requesting state that identify the state where a match(s) occurred and the associated claim ID for reference, but do not include specific claim data. States with matches can then contact other participating states directly to obtain details and additional information as needed.

No Effect on Claimant Credit Scores

State acknowledges that participation in the IDH Identity Verification (IDV) option requires the use of a third-party Identity Verification vendor who is subject to provisions of Section 609 of the Fair Credit Reporting Act (FCRA). This act specifically requires an FCRA subject vendor to log the Inquiry for compliance by updating their existing vendor Transaction Log File (TLF) that such an inquiry from NASWA was initiated. This Inquiry **has no impact on claimant credit score**, is not a disputable query, and is not a part of the vendor operational, search, or analysis data. The TLF entry is stored offline with access limited to NASWA and regulatory auditors. In addition, CESER requires the IDV

vendor to verifiably delete the PII and other data elements from their operational and searchable database. Provisions outlined in this paragraph shall be applicable to the current IDV vendor and shall remain in effect in the event of a change in IDV vendor.

Data Security and Confidentiality

Each participating State is subject to Federal and state laws which, with few exceptions, restrict the disclosure of such information and data by State or any agent of such State. State and CESER agree:

1. The information provided by and to the IDH shall be used solely for administration of state and federal unemployment compensation laws.
2. Access to or disclosure of IDH data shall be limited to authorized employees of State, CESER, or authorized persons who perform services for State or CESER, as set out in 20 CFR 603.9.
3. CESER will store and protect confidential UC information as set out in 20 CFR 603.9(b).
4. All data submitted to and retained by CESER will be done so using the security and encryption protocols discussed in this document and other CESER data security documents.
5. CESER shall notify the states, separate from this agreement, which contractors will be receiving the data, why CESER is working with the contractor, and what the contractor will be doing with the data.
6. The State may conduct on-site inspections to assure the requirements of the State's law and the agreement are being met.

Provisions for a Data Breach

A data breach shall be defined as an incident in which sensitive, protected or confidential data has potentially been viewed, stolen or used by an individual unauthorized to do so. In the event of a data breach or unauthorized disclosure of IDH data residing on State system, State will notify CESER immediately using the following contact list.

Priority Listing	Name	Title	Phone	Email
Primary	Jerome Lord	Program Analyst	(406)422-9379	jlord@naswa.org
Secondary	James Cotter	Project Manager	(703)587-8353	jcotter@naswa.org
Alternate 1	Randy Gillespie	Project Director	(317)748-8799	rgillespie@naswa.org

State shall continue to notify CESER representatives until State receives confirmation that their message regarding a potential breach has been received by CESER. CESER will suspend State access to the IDH until both parties agree the data is reasonably secured from further data breaches or unauthorized disclosure.

In the event of a data breach or unauthorized disclosure at CESER, CESER will notify State, and will address the breach in accordance with the latest version of the *Center Data Breach Policy.*

IDH Access/Use:

- CESER IDH Administrator shall be designated by the CESER Project Director.

- State IDH Administrator shall be approved by State UI Director, or his/her designee.

- State users of the IDH shall be approved by State IDH Administrator.

- All IDH user access and permissions shall be verified, at a minimum, twice each year. Validation shall be performed by the state IDH Administrator through workflows within the IDH.

- All IDH users shall not allow the sharing of IDH user login and password information.

IDH is intended only to flag suspicious claims and/or potentially suspicious activity. As such, State shall not establish an improper payment on a claim based solely on IDH data. Independent verification of the data and appropriate investigation must be conducted by State in accordance with Unemployment Insurance Program Letter (UIPL) No.1-16 (Federal Requirements to Protect Individual rights in State Unemployment Compensation Overpayment Prevention and Recovery Procedures) and UIPL No. 1-16, Change 1.

Security Testing:

The IDH and associated applications transmit and process sensitive UI claimant data, including Personally Identifiable Information (PII). To fully protect sensitive data, CESER has implemented a comprehensive information security approach including security policies, procedures and tools. The IDH was developed in accordance with the Federal Information Security Management Act (FISMA) and NIST Special Publication 800-60 and has a security classification of "Moderate". With this classification, the IDH follows the corresponding minimum-security controls, processes, and protocols specified in NIST Special Publication 800-53.

As a critical part of the comprehensive security approach, CESER has contracted with a specialized data security consulting firm to conduct penetration testing on the IDH. Penetration testing is an authorized simulated attack on a computer system, performed to evaluate and improve the security of the system. As part of some testing processes, security testers will be given temporary access to the IDH and, as such, will have visibility to sensitive state-owned information.

To ensure the integrity of the testing process, CESER shall:

- Fully vet any Authorized contractor selected to conduct security testing;

- Execute a Non-Disclosure Agreement (NDA) that requires compliance with 20 CFR 603 and expressly prohibits the sharing of sensitive or confidential data, as well as security techniques employed by the IDH;

- Limit access of security testers to sensitive data to the minimum required to support testing; and

- Verify that temporary application access and visibility to the system provided to testers is revoked immediately upon conclusion of testing.

Penetration testing is a critical element of CESER's comprehensive security approach to identify and safeguard against any system vulnerabilities now, and in the future. Periodic ongoing security testing is planned in concert with ongoing internal security assessments.

Application, Architecture, and Development Support: The IDH has been developed using an open architecture and database application that can be expanded, as needed, to accommodate increased information collection, and processing, associated with the addition of participating states and providing expanded capabilities. To ensure the IDH architecture can adequately meet user's needs, CESER intends to use internal developers and specialized IT contractors to provide periodic application, development, and architecture support. Support elements may include, but not be limited to: application/database monitoring, technical architecture, database development and assessments, troubleshooting, and architecture/database optimization. As part of some support activities, support personnel will be given temporary access to the IDH and, as such, will have visibility to sensitive state-owned information.

To ensure the integrity of application and architecture support activities, CESER shall:

- Fully vet any Authorized Contractor selected to provide application, development, and/or architecture support;

- Execute a Non-Disclosure Agreement (NDA) that requires compliance with 20 CFR 603 and expressly prohibits the sharing of sensitive or confidential data/practices;

- Limit access of support personnel to sensitive data to the minimum required to provide support; and

- Verify that temporary access and visibility to the system provided to support personnel is revoked upon conclusion of support activities.

Disputes: In the event of a dispute concerning the terms and conditions of this Agreement, or any order thereunder, which cannot be resolved by mutual agreement between the parties, either party to this Agreement may pursue any right or remedy it may have at law or in equity in any court of competent jurisdiction, or, if both parties agree, submit the dispute to the American Arbitration Association for arbitration.

Independent Parties: Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one party whatsoever with respect to the indebtedness, liabilities, and obligations of the other party except as expressly provided herein.

Public Information Releases: State release of general public information concerning the activities conducted under this Agreement shall be coordinated with and approved by CESER.

Entire Agreement: This Agreement, composed of this document, all other documents incorporated by reference herein and any amendments executed in accordance with this paragraph, contains the entire understanding of the parties relating to the subject matter contained herein. No amendment or modification of any provision of this Agreement will be effective unless set forth in a document that purports to amend this Agreement and is executed by all parties.

Severability: If any terms or conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected, and shall remain in full force and effect.
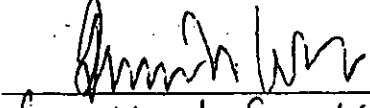
Non-Waiver: The failure of the CESER to exercise any right or to require strict performance of any provision of this Agreement will not waive or diminish CESER's right thereafter to exercise such right or to require strict performance of any provision.

Non-assignment: State may not assign this Agreement, its obligations, or any interest hereunder, without the express prior written consent of CESER and NASWA. Any assignment made without consent shall be null and void and may constitute grounds for immediate termination of this Agreement by CESER.

Liability: States have various laws and constitutional restrictions regarding state liability related to contracts and agreements. Subject to such laws and restrictions, a party to this Agreement may be liable to another party to this Agreement only for the acts and omissions of its own employees and contractors, and only to the extent allowed or permitted by applicable state law.

By signing below, the signatories agree to bind their respective agencies/entities to the terms and conditions of this Agreement.

State Workforce Agency

By:

Signature: _____

Name: George N. Copadis

Title: Commissioner

Date: 9/15/21

Center for Employment Security Education and Research, Inc.

By:

Signature: _____

Name: Scott B. Sanders

Title: President/CEO

Date: __September 15, 2021_____

Approved by New Hampshire Department of Justice as to form and substance:

By:

Signature: /s/ Stacie M. Moeser

Name: Stacie M. Moeser

Title: Attorney

Date: September 16, 2021

Attachment 1

IDH Data Elements

Date Field	Comments
State code	2-digit postal code of submitting state
Unique ID	State-created unique ID for each record submitted. Could be Client ID, random generated number or anything else state determines. No SSN or PII.
Claimant address	If data in Claimant address, data for city, state, and zip code is required
Claimant address city	• City of Claimant address
Claimant address state	State of Claimant address
Claimant address zip code	Left justify if less than 9 characters
Claimant phone number	Phone number provided by clamant·
Direct Deposit Account Number	Direct deposit account number for payment to Claimant
Direct Deposit Routing Number	Routing number associated with above account number
IP Address	IP address from where claim was filed
Claimant Email	Email address provided by claimant
Claim Effective Date	Effective date of claim filed
Claim Occurrence Date	Date suspicious activity started
First Name	Claimant first name
Last Name	Claimant last name
Middle I	Claimant middle initial
SSN	Claimant SSN
DOB	Claimant date of birth
Claim Type	Initial, Continued, Re-open, Additional
Program Type	UI, PUA, PEUC, TRA, EB

5. IDH DATA ELEMENTS

Below tables list the data elements that are captured for a SAR Submit record and an IDH Lookup record. Ensure that the data in the template file conform to the data type and requirements documented in the tables.

Server-side data validations are performed for each uploaded file. Upon data validation error, the result file will be populated with the error information. See Section 8: Validation Edits.

SAR Submit Data Attribute Properties					
Heading Label	Data Type.	Description	Required	Value	Max Length
ownerState	String	State Code of state sending record	Yes	Standard State Code	2
uniqueID	String	Unique Identifier such as Claimant ID. Prefer one unique ID per claimant/SSN. If that's not possible, one unique ID per claim.	Yes	Probably Claimant ID	15
effectiveDate (Date Type)	Date	Effective date of suspicious claim MM/DD/CCYY	Yes		10
occuranceDate (Date Type)	Date	Occurrence Date of suspicious activity MM/DD/CCYY	Yes		10
ipAddress	String	IP Address Must conform to Industry standard Ipv4 or Ipv6 address formation	No		39
ipAddressSuspicious	String	IP Address Suspicious Flag	Yes, if IpAddress is available (Defaults to false)	True if suspicious. False otherwise	5
Email	String	Email Address must conform to email regular expression standards	No		100
emailAdressSuspicious	String	Email Address Suspicious Flag	Yes, if email is available (Defaults to false)	True if suspicious. False otherwise	5
address1Street1	String	Address1 Street1	No		50
address1Street2	String	Address1 Street2	No		50
address1City	String	Address1 City	No (Required if address1 has data)		3-30
address1State	String	Address1 State	No (Required if address1 has data)	Standard State Code	2
address1Zip	String	Address1 Zip	No (Required if address1 has data)	99999 or 99999-9999	10
Address1Suspicious	String	Address1 Suspicious Flag	Yes, if address1 is available (Defaults to false)	True if suspicious. False otherwise	5
address2Street1	String	Address2 Street1	No		50
address2Street2	String	Address2 Street2	No		50
address2City	String	Address2 City	No (Required if address2 has data)		3-30
address2State	String	Address2 State	No (Required if address2 has data)	Standard State Code	2
address2Zip	String	Address2 Zip	No (Required if address2 has data)	99999 or 99999-9999	10
Address2Suspicious	String	Aaddress2 Suspicious Flag	Yes, if address2 is available (Defaults to false)	True if suspicious. False otherwise	5
phone1	String		No	9999999999 or 999-999-9999	12
Phone1Suspicious	String	Phone1 Suspicious Flag	Yes, if Phone1 is available (Defaults to false)	True if suspicious. False otherwise	5

phone2	String		No	9999999999 or 999-999-9999	12
Phone2Suspicious	String	Phone2 Suspicious Flag	Yes, if Phone2 is available (Defaults to false)	True if suspicious. False otherwise	5
phone3	String		No	9999999999 or 999-999-9999	12
PhoneSuspicious	String	Phone3 Suspicious Flag	Yes, if Phone3 is available (Defaults to false)	True if suspicious. False otherwise	5
directDepositRouteNumber	String	Direct Deposit Bank Routing Number	No (Required if directDepositAccountNumber is provided)		9
directDepositAccountNumber	String	Direct Deposit Bank Account Number	No (Required if directDepositRouteNumber is provided)		17
directDepositBankAccount DetailsSuspicious (no spaces)	String	Direct Deposit Bank Account Details Suspicious Flag	Yes, if Bank details are available (Defaults to false)	True if suspicious. False otherwise	5
ssn	String	Social Security Number	No (Required if first name or last name or dob has data)	999999999 or 999-999-999	11
ssnSuspicious	String	SSN Suspicious Flag	Yes, if SSN is available (Defaults to false)	True if suspicious. False. otherwise	5
firstName	String	First Name	No (Required if SSN or last name or dob has data)		50
middleInitial	String	Middle Initial	No		1
lastName	String	Last Name	No (Required if first name or dob has data)		50
dateOfBirth	String	Date of Birth MM/DD/YYYY	No (Required if SSN or first name or last name has data)		10
placeHolder1	String	Placeholder 1	For future use and request data should be blank.		
placeHolder2	String	Placeholder 2	For future use and request data should be blank.		
placeHolder3	String	Placeholder 3	For future use and request data should be blank.		
placeHolder4	String	Placeholder 4	For future use and request data should be blank.		
placeHolder5	String	Placeholder 5	For future use and request data should be blank.		
placeHolder6	String	Placeholder 6	For future use and request data should be blank.		
placeHolder7	String	Placeholder 7	For future use and request data should be blank.		
placeHolder8	String	Placeholder 8	For future use and request data should be blank.		
placeHolder9	String	Placeholder 9	For future use and request data should be blank.		
placeHolder10	String	Placeholder 10	For future use and request data should be blank.		
placeHolder11	String	Placeholder 11	For future use and request data should be blank.		
placeHolder12	String	Placeholder 12	For future use and request data should be blank.		
placeHolder13	String	Placeholder 13	For future use and request data should be blank.		
placeHolder14	String	Placeholder 14	For future use and request data should be blank.		

placeHolder15	String	Placeholder 15	For future use and request data should be blank.		
placeHolder16	String	Placeholder 16	For future use and request data should be blank.		
placeHolder17	String	Placeholder 17	For future use and request data should be blank.		
placeHolder18	String	Placeholder 18	For future use and request data should be blank.		
placeHolder19	String	Placeholder 19	For future use and request data should be blank.		
placeHolder20	String	Placeholder 20	For future use and request data should be blank.		

IDH Lookup Data Attribute Properties					
Heading Label	Data Type	Description	Required	Value	Max Length
uniqueID	String	Unique Identifier such as Claimant ID	Yes	Probably Claimant ID	15
ipAddress	String	IP Address Must conform to Industry standard Ipv4 or Ipv6 address formation	No		39
Email	String	Email Address must conform to email regular expression standards	No		100
address1Street1	String	Address1 Street1	No (If participating in IDV, address is required)		50
address1Street2	String	Address1 Street2	No		50
address1City	String	Address1 City	No (Required if address1 has data)		3-30
address1State	String	Address1 State	No (Required if address1 has data)	Standard State Code	2
address1Zip	String	Address1 Zip formatted 999999999	No (Required if address1 has data)		10
address2Street1	String	Address2 Street1	No		50
address2Street2	String	Address2 Street2	No		50
address2City	String	Address2 City	No (Required if address2 has data)		3-30
address2State	String	Address2 State	No (Required if address2 has data)	Standard State Code	2
address2Zip	String	Address2 Zip formatted 999999999	No (Required if address2 has data)		10
phone1	String		No		12
phone2	String		No		12
phone3	String		No		12
directDepositRouteNumber	String	Direct Deposit Bank Routing Number	No (Required if directDepositAccountNumber is provided)		9
directDepositAccountNumber	String	Direct Deposit Bank Account Number	No (Required if directDepositRouteNumber is provided)		17
Ssn	String	Social Security Number	No (Required if first name or last name or dob has data. SSN is required if participating in IDV)		11
firstName	String	First Name	No (Required if SSN or last name or dob has data)		50
middleInitial	String	Middle Initial	No		1
lastName	String	Last Name	No (Required if first name or dob has data)		50
DateOfBirth	String	Date of Birth MM/DD/YYYY	No (Required if SSN or first name or last name has data)		10

claimType	String	Claim Type	Yes		I-Initial, R-Reopen, A-Additional, C-Continued, O-Other	1
programType	String	Program Type	Yes	UI - Regular Unemployment Insurance DUA - Disaster Unemployment Assistance EB - Extended Benefits PUA - Pandemic Unemployment Assistance PEUC - Pandemic Emergency Unemployment Compensation TRA - Trade Reemployment Assistance	5
placeHolder2	String	Placeholder 2	For future use and request data should be blank.		
placeHolder3	String	Placeholder 3	For future use and request data should be blank.		
placeHolder4	String	Placeholder 4	For future use and request data should be blank.		
placeHolder5	String	Placeholder 5	For future use and request data should be blank.		
placeHolder6	String	Placeholder 6	For future use and request data should be blank.		
placeHolder7	String	Placeholder 7	For future use and request data should be blank.		
placeHolder8	String	Placeholder 8	For future use and request data should be blank.		
placeHolder10	Date	Occurrence Date of lookup claim type MM/DD/CCYY	*Optional – but preferred: Occurrence Dt	If claimType = I – claim created dt; If claimType = A, R, C – created dt of additional, reopen, continued claim.	10
placeHolder11	String	Placeholder 11	For future use and request data should be blank.		
placeHolder12	String	Placeholder 12	For future use and request data should be blank.		
placeHolder13	String	Placeholder 13	For future use and request data should be blank.		
placeHolder14	String	Placeholder 14	For future use and request data should be blank.		
placeHolder15	String	Placeholder 15	For future use and request data should be blank.		
placeHolder16	String	Placeholder 16	For future use and request data should be blank.		
placeHolder17	String	Placeholder 17	For future use and request data should be blank.		
placeHolder18	String	Placeholder 18	For future use and request data should be blank.		
placeHolder19	String	Placeholder 19	For future use and request data should be blank.		

| PlaceHolder20 | String | Placeholder 20 | For future use and request data should be blank. | | |

*NOTE: New onboarding states should populate placeholder10 field with Occurrence Date. Existing states are strongly encouraged to update lookup data to populate this field.

ADDITIONAL TERMS AND CONDITIONS

NO WAIVER OF SOVEREIGN IMMUNITY

The State shall not be liable for any costs incurred by the National Association for State Workforce Agencies' (NASWA's) Center for Employment Security Education and Research, Inc. (CESER) (hereinafter "CESER") in connection with this IDH Participation Agreement ("Agreement"). 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 shall survive the termination of this Agreement.

INSURANCE

CESER 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:

- 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
- E & O Cyber coverage in an amount of not less than $1,000,000 per incident and $2,000,000 aggregate or excess.

The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

CESER shall furnish to the State a certificate(s) of insurance for all insurance required by this Agreement. CESER shall also furnish to the State 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.

NH CERTIFICATE OF GOOD STANDING

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS

CESER 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. CESER will inform NH Employment Security of any changes in the status regarding this statement.

AMERICANS WITH DISABILITIES ACT

CESER agrees to comply with all Federal, State and Local ADA rules and regulations in connection with this Agreement.

NON-DISCRIMINATION

In connection with the furnishing of services under this Agreement, CESER agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon CESER, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, CESER 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)

CESER 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.

NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES, if any, 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.

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).

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.

DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this Agreeement.

Breach of Security or Breach
Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity.

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

Confidential Information
Information required to be kept Confidential from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data," means all confidential information disclosed by a party filing a claim for unemployment benefits, including medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information, and any similar information submitted by employers with respect to such claims.

Personally Identifiable Information
"Personally Identifiable Information" (or "PII") means information including Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

State Data
All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.

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 THE CENTER FOR EMPLOYMENT SECURITY EDUCATION AND RESEARCH, INC. is a Virginia Nonprofit Corporation registered to transact business in New Hampshire on July 05, 2018. 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: 798396
Certificate Number: 0004896924

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April A.D. 2020.

William M. Gardner
Secretary of State

CESER ... dedicated to
improving services to the nation's
workers and employers

CESER

444 N Capitol St, NW Suite 300
Washington, DC 20001
tel. 202.434.8020 fax 202.347.9870
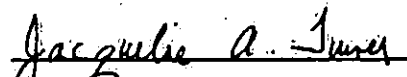
September 8, 2021

Re: Resolution of the Center for Employment Security Education and Research, Inc. for the authority for Scott B. Sanders, President and Chief Executive Officer, to enter into contractual obligations.

To Whom It May Concern:

As the current Treasurer for the Center for Employment Security Education and Research, Inc., I certify that the attached Resolution dated December 8, 2020, is still valid and remains in effect.

Thank you,
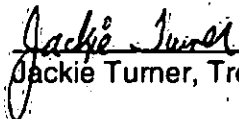
Jacquelie a. Turner

Jacqueline Turner, Treasurer

RESOLUTION OF THE CENTER FOR EMPLOYMENT SECURITY EDUCATION AND RESEARCH, INC.

Approved on December 8, 2020

A meeting of the Board of Directors of the Center for Employment Security Education and Research, Inc. was held on December 8, 2020, whereby this resolution was passed authorizing Scott B. Sanders, President and Chief Executive Officer, by his signature, to enter into any and all contractual obligations on behalf of this corporation. Checks, notes, drafts and other orders of payment of money by the Corporation may be signed by Scott B. Sanders, President and Chief Executive Officer, and / or Pam Gerassimides, Assistant Executive Director and Workforce Technology Director.

Jackie Turner, Treasurer

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2020

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	CONTACT NAME:	
CAREER GENERAL AGENCY LLC 1111 ASHWORTH RD WEST DES MOINES, IA 50265 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938	FAX (A/C, No): (877) 872-7604
	E-MAIL ADDRESS: service.center@travelers.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
INSURED NATIONAL ASSOCIATION OF STATE WORKFORCE AGENCIES AND CENTER 444 N. CAPITOL STREET, NW SUITE #300 WASHINGTON, DC 20001	INSURER B : THE TRAVELERS INDEMNITY COMPANY	
	INSURER C : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 812690625401692   REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR X HIRED/NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		660-197L5672-20	11/01/2020	11/01/2021	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$0
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 5,000			CUP-9187W840-20	11/01/2020	11/01/2021	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-3K328376-20	11/01/2020	11/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AS RESPECTS TO GENERAL LIABILITY, CERTIFICATE HOLDER IS ADDITIONAL INSURED - (CONTRACTORS) CG D2 47 BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

CERTIFICATE HOLDER	CANCELLATION
NEW HAMPSHIRE DEPARTMENT OF EMPLOYMENT SECURITY 45 S FRUIT ST CONCORD, NH 03301	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 *Mary Kuckelman*

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/7/2021

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 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	CONTACT NAME: Debbie Durant
Career General Agency, LLC	PHONE (A/C, No, Ext):	FAX (A/C, No):
1111 Ashworth Road	E-MAIL ADDRESS: DDurant@cgainsuranceservices.com
West Des Moines, IA 50265	PRODUCER CUSTOMER ID #:

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED National Association of State Workforce Agencies and Center for Employment Security Education Research 4444 North Capital NW Suite #300 Washington DC 20001	INSURER A : The Travelers Indemnity Company of Connecticut	25682
	INSURER B : The Travelers Indemnity Company	25658
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Travelers Casualty & Surety Company of America	31194
	INSURER E :	
	INSURER F :	

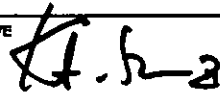## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Hired/Non-Owned Auto	X		660-197L5672-20	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ N/A
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [X] RETENTION $ 5,000			CUP-9187W840-20	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$ 3,000,000
								$
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A		UB-3K328376-20	11/01/2020	11/01/2021	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Cyber Privacy & Security Liability			106648322	12/20/2020	12/20/2021	Each Claim Limit $3,000,000 Policy Claim Limit $3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
As respects to General Liability, Certificate Holder is Additional Insured - (Contractors) CG D2 47 but only as respects to work performed by the insured.
(Scheduled Additional Insured's with Completed Operations if required by contract)

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department of Employment Security 45 S. Fruit Street Concord NH 03301	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 Kermit M. Starnes III

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