



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

October 26, 2020

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

INFORMATIONAL ITEM

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

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

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

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

EXPLANATION

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

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis". The signature is stylized with a large initial "G" and a long horizontal stroke at the end.

George N. Copadis
Commissioner

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

CONTRACT AMENDMENT #1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Interactive Voice Response:

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

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

6. CONTRACT DOCUMENTS

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

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

Initial all pages
Vendor Initials DHB

b. Amendment #1.

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

2. FIXED PRICE PAYMENT SCHEDULE:

Table 2: IVR Payment Schedule:

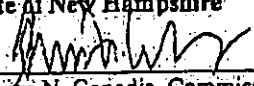
Deliverables	Payment Amount
Fixed Cost for IVR Development- One-time cost	\$18,362.52
Estimated per minute rate for IVR usage billed monthly	\$0.013
Estimated usage cost per month	\$2,500.00

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

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


Dyan H. Blomberg
Maximus Health Services, Inc.

Date: 9/16/2020

State of New Hampshire

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

Date: 9/16/20

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


State of New Hampshire, Department of Justice

Date: 9/17/2020

Governor Approval

Date: _____

Initial all pages
Vendor Initials DHB

CERTIFICATE OF AUTHORITY

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

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

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

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

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

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

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

Dated: September 15, 2020

David R. Francis

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

STATE OF VIRGINIA

County of Fairfax

The foregoing instrument was acknowledged before me this 15th day of September, 2020,

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

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



Commission Expires: May 31, 2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIMUS HEALTH SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 607628

Certificate Number: 0004938510



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of June A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2020

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 Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (AC, No. Ext): (646) 283-7122 FAX (AC, No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED MAXIMUS Health Services, Inc. 1891 Metro Center Drive Reston VA 20190 USA	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	NAIC #
	INSURER B: Zurich American Ins Co 16535	
	INSURER C: American Zurich Ins Co 40142	
	INSURER D: XL Specialty Insurance Co 37885	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570082674165 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. Limits shown are as requested

INSTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTN		INSD WYO		(MM/DD/YYYY)	(MM/DD/YYYY)	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0509621805	05/01/2020	05/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		BAP 5096219 05	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (EA accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		US00075267LT26A	05/01/2020	05/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER E-CLASAD07 (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	WC509621605 Deductible \$350,000 WC509621705 Wisconsin	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
A	E&O-PL-Primary		016028454 Claims Made SIR applies per policy terms & conditions	08/01/2019	08/01/2020	Per Claim/Agg \$10,000,000 SIR \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber Liability, Network Interruption, Security and Privacy Liability and Media Content Liability is included in the E&O policy. A Severability of Interest Clause is included under the General Liability policy. RE: New Hampshire Employment Security Call Center Services. New Hampshire Employment Security is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Professional Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability.

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

Holder Identifier : ABDEFGUJANO

Certificate No : 570082674165