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



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

November 5, 2019

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

Requested Action

Authorize the New Hampshire Department of Employment Security (NHES) to retroactively enter into a sole source contract amendment with the Center for Employment Security Education and Research, Inc. (CESER), Washington, DC for the implementation of the *Workforce Connect* software suite by extending the completion date only from September 30, 2019 to December 31, 2019. Funding source: 100% Federal Funds. The original contract was approved by the Governor and Council on November 14, 2018 (Item #42).

Explanation

This amendment for an extension of the completion date is retroactive due to the timing of our receipt of formal authorization of the grant extension from the United States Department of Labor (USDOL). New Hampshire was not allowed to apply for an extension of the grant period of performance until August 9, 2019. NHES then immediately submitted the required request to USDOL on August 12, 2019, and received formal approval on September 5, 2019. As a consequence of this compressed schedule, NHES was unable to initiate any contract amendment procedures until receipt of formal authorization from USDOL. This time only extension is necessary in order to complete this project and deliver the convenience of a single sign-on system together with a common dashboard to customers of the NH Works system throughout the state.

Respectfully submitted,

George N. Copadis
Commissioner

Attachments



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

October 21, 2019

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with National Association of State Workforce Agencies Information Technology Support Center (ITSC) Washington, DC 20001 as described below and referenced as DoIT No. 2019-014A.

The purpose of this request is to enter into a contract amendment with National Association of State Workforce Agencies Information Technology Support Center (ITSC) to extend the completion date to December 31, 2019. This will allow for the continuation of the Workforce Connect software implementation. This software provides a seamless experience for job seekers by acting as a "common front door" for workforce agencies programs and systems – including unemployment insurance, employment services and workforce/training.

This contract amendment includes the extension of the contract from September 30, 2019 to December 31, 2019. There is no additional funding requested under this time extension. The contract amendment shall become effective upon Governor and Executive Council approval through December 31, 2019.

A copy of this letter should accompany the Department of Safety's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ck
DoIT #2019-014A
cc: William Laycock, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE
 NEW HAMPSHIRE EMPLOYMENT SECURITY
 WORKFORCE CONNECT SOFTWARE SUITE
 CONTRACT 2019-014
 CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council on November 14, 2018, Item #42, hereinafter referred to as "Agreement," the Center for Employment Security Education and Research, Inc., hereinafter referred to as "Vendor," agreed to supply all phases of implementation of the *Workforce Connect* software suite, 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 P-37 Section 18: Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy;

WHEREAS, implementation of the *Workforce Connect* software suite requires coordination between several vendors and in-house DoIT staff and necessary work remains to be completed;

WHEREAS, NHES received approval on September 5, 2019 from the United States Department of Labor to extend the period of performance of the grant funds authorized specifically to satisfy a forthcoming requirement for the integration of workforce programs to include the interoperability of data systems, referred to as a "common front door";

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 Exhibit C, are hereby amended as follows:

1. Amend Section 1.7 of the Agreement P-37 Form by extending the Completion Date from September 30, 2019 to December 31, 2019.
2. Amend Exhibit C of the Agreement as further described in Table 1 below.

Table 1

Contract #2019-014 Exhibit C	AMENDED TEXT
Section 10.1 Term & Extension	<p>Currently reads:</p> <p>The agreement will begin upon execution and remain in effect until September 30, 2019, unless terminated sooner as provided for in the applicable contract provisions.</p> <p>Replace with:</p> <p>The agreement will begin upon execution and remain in effect until December 31, 2019, unless terminated sooner as provided for in the applicable contract provisions.</p>

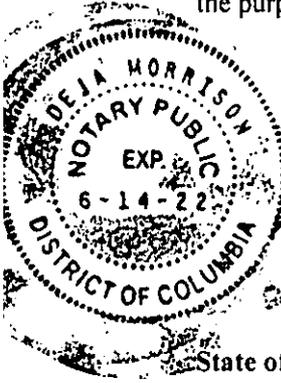
Except as provided herein, all provisions of the Agreement will remain in full force and effect. This modification will take effect upon the date of approval by Governor and Executive Council.

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

[Signature] Date: 10/8/19
Scott B. Sanders, Executive Director
Center for Employment Security Education and Research, Inc.

Corporate Signature Notarized: ^{SS:} ~~STATE OF~~ District of Columbia
~~COUNTY OF~~ _____

On this the 8th day of October, 2019, before me, Scott B. Sanders, the undersigned Officer, personally appeared and acknowledged her/himself to be the Executive Director of the Center for Employment Security Education and Research, Inc., a nonprofit organization, and that s/he, as such Executive Director, being authorized to do so, executed the foregoing instrument in furtherance of the purposes therein contained.



IN WITNESS WHEREOF I hereunto set my hand and official seal.
[Signature]
Notary Public/Justice of the Peace
My Commission Expires: JUNE 14, 2022

State of New Hampshire
[Signature] Date: 10/16/19
George N. Copadis, Commissioner
New Hampshire Employment Security

[Signature] Date: 10/22/2019
Denis Goulet, Commissioner/CIO
Department of Information Technology

Approved by the Attorney General (Form, Substance and Execution)
[Signature] Date: 11/4/2019
State of New Hampshire, Department of Justice

Governor & Council Approval

Date: _____

[Handwritten mark]

State of New Hampshire

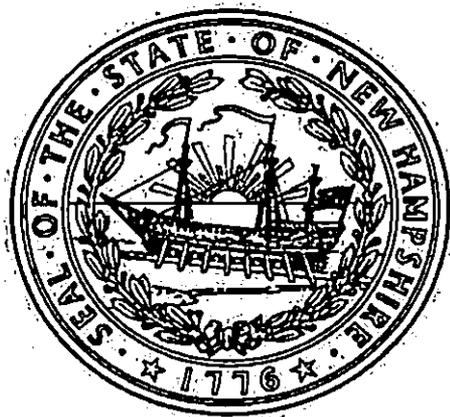
Department of State

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: 0004603744



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2019.

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

William M. Gardner
Secretary of State

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



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

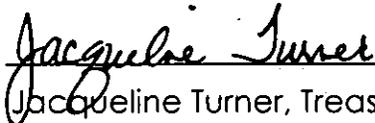
October 8, 2019

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

To Whom It May Concern:

As the current Treasurer of the Center for Employment Security Education and Research, Inc., I certify that the attached Resolution dated June 9, 2017 is still valid and remains in effect as of the date the contract is signed with the New Hampshire Department of Employment Security.

Thank you,



Jacqueline Turner, Treasurer

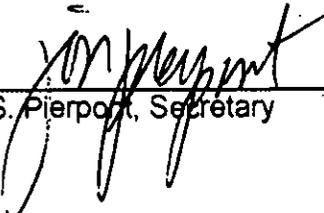
cc: Patricia Auerbach



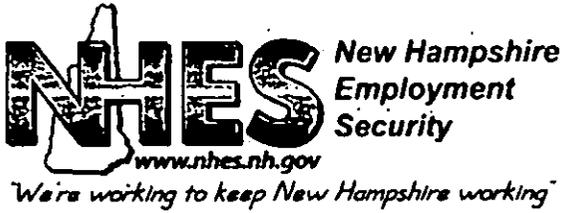
**RESOLUTION OF THE CENTER FOR EMPLOYMENT
SECURITY EDUCATION AND RESEARCH, INC.**

Approved on 6-9-17

A meeting of the Board of Directors of the Center for Employment Security Education and Research, Inc. was held on June 9, 2017, whereby this resolution was passed authorizing Scott B. Sanders, Executive Director, 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, Executive Director, and / or Pam Gerassimides, Assistant Executive Director.



Jon S. Pierpont, Secretary



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



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

OCT31'18 AM 11:53 DAS

October 31, 2018

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a sole source agreement with the Center for Employment Security Education and Research, Inc. (CESER), Washington, DC in the amount not to exceed \$598,982.60 to provide NHES with all phases of implementation of the *Workforce Connect* software suite from the date of Governor and Council approval through September 30, 2019. 100% Federal funds.

Federal funds are available in the following account(s) for State Fiscal Year 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	SFY 2019	SFY 2020
10-02700-80400000-038-509038	Technology, Software	\$449,237.00	\$149,745.60

EXPLANATION

NHES is requesting approval of the attached agreement for all phases of implementation of the *Workforce Connect* software suite. NHES received a grant award from the United States Department of Labor – Employment and Training Administration (USDOL/ETA) for the purpose of satisfying a forthcoming requirement for the integration of workforce programs to include the interoperability of data systems, referred to as a “common front door”.

Workforce Connect is a software suite designed by CESER’s Unemployment Insurance Information Technology Support Center (ITSC) and three pilot states (New York, Mississippi and Oregon) through a grant from the USDOL/ETA, and is a customizable software suite available to all states. *Workforce Connect* will enable NHES to be in compliance with the Workforce Innovation and Opportunity Act (WIOA) by connecting partners and providing a seamless experience for job seekers by acting as a “common front door” for workforce agencies programs and systems – including unemployment insurance, employment services and workforce/training. This product provides a new way for claimants to bridge the path from unemployed to reemployed, addressing the common issues and challenges and increasing the awareness of all services available through the workforce system to

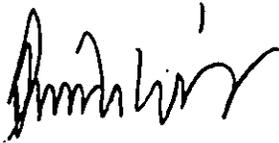
today's claimants. Several additional states have since implemented or are in the process of implementing the *Workforce Connect* suite.

CESER is a nonprofit organization created by the National Association of State Workforce Agencies ("NASWA") - an association of 53 state and territorial workforce agencies - to benefit the common/shared interests of these agencies and the programs they administer. As such, CESER is uniquely positioned to provide broad-based state expertise to the development of technical assistance and training products for use by these agencies. CESER exists as an educational and research center devoted to improving government services to America's workers and employers. CESER provides a full array of consultative, research and education services to federal, state and local public and private entities. Products developed by CESER have become the foundation for workforce development system-building and have been distributed throughout the country to states and local workforce areas.

USDOL/ETA established ITSC through a competitive grant process awarded to the State of Maryland in 1994 to promote the development of Unemployment Insurance (UI) Information Technology (IT) enhancements for, and information-sharing among, state unemployment insurance agencies. The ITSC is dedicated to developing and advancing IT solutions that provide more accurate, cost-effective, and timely service for unemployment insurance customers and staff. ITSC is a unique collaboration of NASWA, CESER, state workforce agencies, USDOL and the State of Maryland.

The contract total of \$598,982.60 is for the period from Governor and Council approval through September 30, 2019.

Respectfully submitted,



George N. Copadis
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doiit

Denis Goulet
Commissioner

September 20, 2018

George N. Copadis, Commissioner
New Hampshire Employment Security
State of New Hampshire
45 South Fruit Street, Suite 14
Concord, NH 03301

Dear Commissioner Copadis:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with National Association of State Workforce Agencies Information Technology Support Center (ITSC) of 444 North Capitol Street, NW, Suite 300, Washington, DC 20001 as described below and referenced as DoIT No. 2019-014.

This request is to enter into a contract with ITSC to implement all phases of the Workforce Connect suite. The purpose of implementing the Workforce Connect suite is to provide a seamless experience for job seekers by acting as a "common front door" for workforce agencies programs and systems – including unemployment insurance, employment services and workforce/training.

This contract is a Firm Fixed Price (FFP) Contract in the amount of \$598,982.60, which is 100% federally funded. The contract shall be effective on the date of Governor and Council approval through December 31, 2019.

A copy of this letter should accompany the Department of Employment Security's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT No. 2019-014
cc: Bill Laycock, DoIT

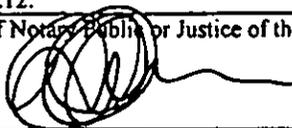
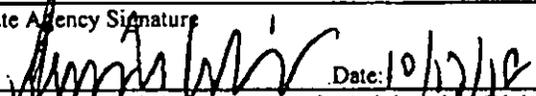
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

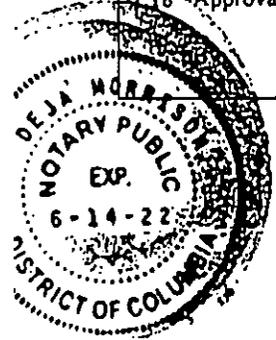
AGREEMENT

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 Center for Employment Security Education and Research, Inc. (CESER)		1.4 Contractor Address 444 North Capitol Street, NW, Suite 300, Washington, DC 20001	
1.5 Contractor Phone Number (202) 434-8022	1.6 Account Number 10-027-8040-038-509038	1.7 Completion Date September 30, 2019	1.8 Price Limitation \$598,982.60
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott B. Sanders, Executive Director	
1.13 Acknowledgement: State of _____, County of _____ District of Columbia: SS On October 5, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		DEJA MORRISON NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires June 14, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Deja Morrison, Staff Assistant			
1.14 State Agency Signature  Date: 10/12/18		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 10/31/18			
1.18 Approval by the Governor and Executive Council (if applicable) 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

1 SCOPE OF SERVICES

1.1 OVERVIEW

New Hampshire Employment Security ("NHES") provides unemployment compensation and reemployment services to the public at twelve (12) facilities located throughout New Hampshire. Under the Workforce Innovation and Opportunity Act ("WIOA"), the United States Department of Labor Employment and Training Administration ("USDOL/ETA") is requiring the integration of workforce programs to include the interoperability of data systems, referred to as a "common front door".

NHES was authorized federal funds from USDOL/ETA for the purpose of implementing a new on-line, front-end interface system to establish common registration and case management services across the Employment Service and Unemployment Insurance programs. Partner Agencies will have the ability to post static information to the Dashboard.

The scope of services to be provided by the Center for Employment Security Education and Research, Inc. ("CESER" or "Contractor") under this Agreement includes providing NHES with all phases of implementing the *Workforce Connect* suite. *Workforce Connect* suite is a software suite designed by CESER's Unemployment Insurance Information Technology Support Center ("ITSC") and three pilot states – New York, Mississippi and Oregon – through a grant from the USDOL/ETA, and is a customizable software suite available to all states at no cost for the code. *Workforce Connect* helps states implement WIOA by connecting partners and providing a seamless experience for job seekers by acting as the "common front door" for workforce agencies' programs and systems – including unemployment insurance, employment services and workforce/training.

CESER is a nonprofit organization created by the National Association of State Workforce Agencies ("NASWA") - the association of 53 state and territorial workforce agencies - to benefit the common/shared interests of these agencies and the programs they administer. As such, CESER is uniquely positioned to provide broad-based state expertise to the development of technical assistance and training products for use by these agencies. CESER exists as an educational and research center devoted to improving government services to America's workers and employers. CESER provides a full array of consultative, research and education services to federal, state and local public and private entities. Products developed by CESER have become the foundation for workforce development system-building and have been distributed throughout the country to states and local workforce areas.

USDOL/ETA established ITSC through a competitive grant process awarded to the State of Maryland in 1994 to promote the development of Unemployment Insurance (UI) Information Technology (IT) enhancements for, and information-sharing among, state unemployment insurance agencies. The ITSC is dedicated to developing and advancing IT solutions that provide more accurate, cost-effective, and timely service for unemployment insurance customers and staff. ITSC is a unique collaboration of NASWA, CESER, state workforce agencies, USDOL and the State of Maryland.

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1.2 STATEMENT OF WORK

To integrate systems that are already in production requires a lot of knowledge and expertise of both the CESER and NHES systems experts. This Agreement will require the overall team to work hand and hand on all technical aspects associated with integration. The following break down some of the shared responsibilities of this Agreement.

Task	NHES Team	CESER Team
Production System Modification	X	
Project Management	X	X
Business Subject Matter Experts	X	X
Facilitated Session		X
Requirements Documentation		X
Technical Architecture		X
Workforce Connect Development		X
Non-Production Environment Implementation		X
Production Implementation	X	X
Testing	X	X
UAT Testing	X	
Security Scan	X	X
Load Testing	X	X
Code Analysis and Review	X	X

1.3 DELIVERABLES

This section describes each project task and its associated deliverable under this Agreement.

Task 1:

CESER will coordinate with NHES and facilitate joint Workforce sessions to align the partners in their implementation *Workforce Connect* and supporting tools. CESER will provide NHES with documented vision and goals functionality that will outline a strategy in working with job-seekers.

CESER along with NHES project team will hold sessions to discuss all portions of the framework and capabilities. Each discussion will be focused on collection of information surrounding NHES implementation. These sessions will be focused on each module and possible uses associated with framing of the overall final product. These sessions will take place on-site in NH.

Deliverable Description:

Deliverable 1: Facilitated Session for NHES

Deliverable 2: Functional Design specifications for NHES

Task 2:

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CESER will conduct a full technical assessment with NHES to understand the best approaches in implementing the *Workforce Connect* suite. CESER will work closely with NHES technologist to understand best approach in connecting and sharing information across the agencies. CESER will provide architectural level documentation that will assist NHES technology team with an outlined approach to implementing tools associated with the *Workforce Connect* suite. The documentation provided by CESER will encompass all architectural considerations including the design decisions, third party software, and security considerations and risks.

CESER will work closely with NHES team to properly determine both the architectural layout and sizing requirements associated with each environment. This process will allow for the team to understand the overall volumes anticipated for the application. These volumes will provide NHES with the ability to properly size and procure all hardware required throughout the project.

Deliverable Description:

Deliverable 3: NHES technology assessment

Deliverable 4: NHES *Workforce Connect* logical architecture

Deliverable 5: NHES *Workforce Connect* implementation strategy

Task 3:

CESER along with NHES will define and develop a detailed design document. This document will outline the overall technical specification of the NHES implementation of *Workforce Connect* and the level of customization required in order to complete the tasks.

Deliverable Description:

Deliverable 6: NHES *Workforce Connect* detailed design document

Deliverable 7: On-site visit to close requirements phase. CESER will provide a briefing for final delivery of all requirements, strategies and methodology approach.

Task 4:

CESER will provide NHES with development and integration support. CESER development team along with NHES technical team will create up to 5 integration points between *Workforce Connect* and existing NHES systems or otherwise outlined in the requirements phase. The supporting interfaces will allow for the flow of data between the existing systems, authentication verification and presentation of Workforce information on the Workforce Dashboard. Modifications to existing NHES systems shall be performed by NHES and/or its contractors.

The CESER team will follow an agile development process which will allow for testing during each phase of the project. Based on the development efforts of each phase there will be multiple phases of testing that occurs. All newly developed code and configuration modification will have the following testing phases.

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1. Unit Testing
2. Integration Testing
3. System Testing

User Acceptance Testing (UAT) will be performed by NHES staff during the final stages of the project. All defects related to *Workforce Connect* that are reported during this phase will be addressed by CESER's team.

The CESER team will be on-site during go-live activity in NH. The time spent will be used to monitor the application changes and performance associated with each area impacted. CESER will work with NHES team in order to assure knowledge of all sections of the application which would assist in overall knowledge transfer and hand off of the application.

Deliverable Description:

Deliverable 8: Customized compiled *Workforce Connect* system

Deliverable 9: NHES customized extensions to *Workforce Connect* suite

Deliverable 10: On-site support for production release of *Workforce Connect*

Task 5:

CESER will provide knowledge transfer to NHES technology team. The knowledge transfer will assure NHES has the internal knowledge to support both the customization and extensions of the *Workforce Connect* suite. The session will include a full review of architecture and decision points, code walk through of key areas within *Workforce Connect*, NHES specific extension development, and third party integration. There will also be knowledge transfer of all implemented infrastructure and configuration. This will be handled using infrastructure architecture documentation and hardware run books. These knowledge transfer sessions will be provided via facilitated sessions and walk through in a group setting.

Deliverable Description:

Deliverable 11: Knowledge transfer of all NHES software components

Deliverable 12: Knowledge transfer of all implemented hardware and configuration

2 CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

2.1 THE CONTRACTOR'S CONTRACT MANAGER

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Contractor Initials

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Donisha Turner
NASWA Services Contracts Manager
444 North Capitol Street, NW Suite 300
Washington, DC 20001
Tel: (202) 650-5163
Email: dturner@naswa.org

2.2 THE CONTRACTOR'S PROJECT MANAGER

2.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

2.2.2

The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

2.2.3

The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

2.2.4

Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if

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the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

2.2.5

CONTRACTOR Project Manager is:

Thomas Kusnirik
Director of Software Services
444 North Capitol Street, NW Suite 300
Washington, DC 20001
Tel: (202) 480-7578
Email: Thomas.kusnirik@itsc.org

2.3 CONTRACTOR KEY PROJECT STAFF

2.3.1

The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.2: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

2.3.2

The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*,

2.3.3

Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

2.3.3.1

The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

The Contractor's Key Project Staff:

Contractor Initials

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Key Member(s)	Title
Lou Ansaldi	Technology Director
Ben Peirce	ITSC Director

2.4 STATE CONTRACT MANAGER

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Dee Skinner
 Program Specialist III
 45 South Fruit Street
 Concord, NH 03301
 Tel: (603) 229-4488
 Fax: (603) 229-4321
 Email: Christian.d.skinner@nhes.nh.gov

2.4.1 STATE PROJECT MANAGER

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of change proposals; and
- g. Managing stakeholders' concerns.

The State Project Manager is:

Dee Skinner
 Program Specialist III
 45 South Fruit Street
 Concord, NH 03301
 Tel: (603) 229-4488
 Fax: (603) 229-4321
 Email: Christian.d.skinner@nhes.nh.gov

2.5 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

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The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions-Section 11: Use of State’s Information, Confidentiality.

3 INTELLECTUAL PROPERTY

3.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors’ special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Contractor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

3.2 STATE’S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State’s written request.

3.3 CONTRACTOR’S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A,

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Date 10/5/18

which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

3.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

3.5 CUSTOM SOFTWARE SOURCE CODE

In the event that the State purchases software development services, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of any custom developed software. This section does not apply to the Contractor's proprietary software code.

3.6 SURVIVAL

This Contract Agreement Section 10: Intellectual Property shall survive the termination of the Contract.

4 USE OF STATE'S INFORMATION, CONFIDENTIALITY

4.1 USE OF STATE'S INFORMATION

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

4.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited

Contractor Initials

Date

from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

4.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

4.4 SURVIVAL

This Contract Agreement Section 11, Use of State's Information, Confidentiality, shall survive termination or conclusion of the Contract.

5 LIMITATION OF LIABILITY

5.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

Contractor Initials

Date

[Signature]
11/5/18

5.2 CONTRACTOR

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: Indemnification and confidentiality obligations in Contract Agreement-General Provisions Section 11: Use of State's Information, Confidentiality, which shall be unlimited.

5.3 STATE'S IMMUNITY

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 termination or Contract conclusion.

5.4 SURVIVAL

This Section 12: Limitation of Liability shall survive termination or Contract conclusion.

6 DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Thomas Kusnirik Director of Software Services	Dee Skinner State Project Manager (PM)	5 Business Days
First	Lou Ansaldi Technology Director	Pam Szacik Director	10 Business Days

Contractor Initials AS
Date 1.5/5/18

<u>LEVEL.</u>	<u>CONTRACTOR</u>	<u>STATE</u>	<u>CUMULATIVE ALLOTTED TIME</u>
Second	Ben Peirce ITSC Director	Richard Lavers, Deputy Commissioner George Copadis, Commissioner	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

7 DATA SECURITY BREACH

Contractor shall inform the State of any security breach that jeopardizes the State data or processes. This notice shall be given to the State within 24 hours of its discovery. Full disclosure of the jeopardized data shall be made. In addition, Contractor shall inform the State of the actions it is taking or will take to reduce the risk of further loss to the State.

Person To Contact: DoIT Chief Information Security Officer for Information Security issues:
 Daniel J. Dister, CISSP
 Chief Information Security Officer
 NH Department of Information Technology
 Office: (603) 223-5734
 Cell: (603) 931-9234
 Email: Daniel.Dister@doit.nh.gov

8 DATA SECURITY BREACH LIABILITY

In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State may recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Contractor-Initials BD

Date 11/5/10

EXHIBIT B

9 PRICE TERMS

9.1 PRICING

The Contractor agrees to provide NHES with services as indicated in Exhibit A of this Agreement and for the amounts listed as follows.

Task	Description	Cost
Task 1 Deliverable 1	Facilitated Sessions	\$59,898.26
Task 1 Deliverable 2	Functional Design Specifications	\$101,827.05
Task 2 Deliverable 3	Security Technology Assessment	\$29,949.13
Task 2 Deliverable 4	Logical Architecture	\$47,918.61
Task 2 Deliverable 5	<i>Workforce Connect</i> Implementation Strategy	\$29,949.13
Task 3 Deliverable 6	Detailed Design Document	\$29,949.13
Task 3 Deliverable 7	Close Out Meeting	\$11,979.65
Task 4 Deliverable 8	Customized Compiled <i>Workforce Connect</i>	\$119,796.52
Task 4 Deliverable 9	<i>Workforce Connect</i> Extensions	\$89,847.39
Task 5 Deliverable 10	On-site support for production release of <i>Workforce Connect</i>	\$23,959.30
Task 5 Deliverable 11	Knowledge transfer of all NHES software	\$23,959.30
Task 5 Deliverable 12	Knowledge transfer of all implemented hardware and configuration	\$29,949.13
TOTAL		\$598,982.60

Total Contract Cost Not to Exceed for the term: \$598,982.60

9.2 INVOICES

The Contractor will invoice upon completion of each request for services. NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Invoices should be sent to:

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

Contractor Initials

Date

AS
11/15/18

EXHIBIT C

10 ADDITIONAL PROVISIONS

10.1 TERM & EXTENSION

The agreement will begin upon execution and remain in effect until September 30, 2019, unless terminated sooner as provided for in the applicable contract provisions.

10.2 CONTRACT DOCUMENTS

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

10.3 TERMINATION FOR CONVENIENCE

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

10.4 CONFIDENTIALITY AND CRIMINAL RECORD

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

10.5 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.

10.6 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

Contractor Initials JD

Date 10/5/19

transactions by any Federal department or State agency. Contractor will inform NHES of any changes in the status regarding this statement.

10.7 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.

10.8 AMERICANS WITH DISABILITIES ACT

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

10.9 NON-DISCRIMINATION

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

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

10.10 DAMAGE

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

10.11 SUB-CONTRACTING

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

Contractor Initials AS

Date 10/5/10