

## **Appendix C – New Hampshire Employment Security**

*The Vendor should be able to competently and timely perform Lien eRecording Services for New Hampshire Employment Security's Collection Division as defined in the requirements below:*

### **Vendor IT Requirements for Phase 1 Uploading to counties**

- PC w/States standard build
- Vendor Client Software (web Interface)

### **IT Requirements for Vendor to interface to NHUIS and NHACTS for Phase 2 automated submissions**

- Configure an API interface between Vendor and NHUIS and NHACTS to process automatically generated lien recording and invoicing ([If you have questions regarding interface please submit questions during the Q&A period](#))
  - Send liens to Vendor from NHUIS and NHACTS
  - Receive recorded liens from Vendor to NHUIS and NHACTS
  - Receive monthly invoices from Vendor to NHUIS and NHACTS (Subject to be done via email)
  - Receive monthly reporting from Vendor to NHUIS and NHACTS (Subject to be done via email)
  - Send confirmation via NHUIS and NHACTS that monthly invoice is paid (Subject to be done via email)

### **Phase 1 Process Flow via Manual Upload to Vendor Application**

- Generate Document
  - NHES to transfer document to Vendor
  - Vendor to transfer document to county(ies) to be recorded
  - Vendor to pay recording fee to county and participating State agencies
  - Vendor to receive recorded document from county
  - Recorded document to be available for the State to review in the Vendor System
- Pay and Invoice NHES
  - Vendor remit monthly invoice to NHES

- Vendor to email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Reference/Lien number, Recording Fees, and other Identifying Information to be determined.
- NHES to reimburse Vendor payment from their monthly invoice for all lien recording fees to counties
- Vendor to email receipt monthly to Business Office detailing paid transactions
- Vendor Monthly Reporting
  - Vendor to send to NHES Legal Collections Unit a report detailing liens recorded by Recording Date, Document Number, Book and Page Reference, Recording Fees, and other Identifying Information to be determined
- Vendor Training for NHES users
  - Operational Use
  - Billing and invoicing

**Phase 2 Process Flow via NHUIS and/or NHACTS (Automated) to Vendor Application**

- Generate Document
  - NHES to transfer document to Vendor
  - Vendor to transfer document to county(ies) to be recorded
  - Vendor to pay recording fee to county and participating State agencies
  - Vendor to receive recorded document from county
  - Recorded document to be available for the State to review in the Vendor System
- Pay and Invoice NHES
  - Vendor to remit monthly invoice to NHES
    - Vendor to email an Invoice to Business Office of summarized transactions separating detailing by Recorded Date, Reference/Lien number, Recording Fees, and other Identifying Information to be determined. NHES will reimburse Vendor payment from their monthly invoice for all lien recording fees to county(ies).
    - Vendor to email receipt monthly to Business Office detailing paid transactions
  - Vendor Monthly Reporting
    - Vendor to email to NHES Legal Collections Unit a report detailing liens recorded by Recording Date, Document Number, Book and Page Reference, Recording Fees, and other Identifying Information to be determined.

- Vendor Training for NHES users
  - Operational Use
  - Billing and invoicing

### **Documents/Data Retention and Destruction**

- Upon termination of the Contract, Vendor shall turn over all NHES-Owned Documents, material, reports, and work in progress relating to the Contract to NHES as no additional cost to NHES. NHES-Owned documents must be provided in both printed and electronic format.
- Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.
- Vendor and its subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Vendor and its subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including all appeals.
- Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit, and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation, or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals. Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

### **Confidentiality Provisions**

- In performing its obligations under the Contract, Vendor may gain access to information possessed and used by NHES in the performance of its statutory duties (the “Confidential Information”). The Confidential Information includes, without limitation, information exempted from public disclosure under RSA 91-A:6 and information which the Department is required to maintain as confidential pursuant to RSA 282-A:118, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603.

- Vendor shall not use the Confidential Information except as directly connected to and necessary for Vendor's performance under the Contract, unless otherwise permitted under the Contract.
- Vendor Agrees:
  - To restrict access to the Confidential Information to only those authorized employees who need it to perform their duties in connection with the intended uses within the confines of this Agreement;
  - To store the Confidential Information in an area that is physically safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use;
  - That it will not disclose to any individual or organization nor duplicate any information received pursuant to this Agreement, except as permitted by N.H. RSA 282-A: 118, 119, 121, and 159, II.
  - To advise all personnel who will have access to the Confidential Information of its confidential nature, the safeguards required to protect it, and the civil and criminal sanctions for non-compliance contained in the applicable Federal and State statutes;
  - That Vendor's personnel who will have access to the Confidential Information shall be knowledgeable of all confidentiality provisions, including: RSA Chapter 91-A, including without limitation, RSA 91-A:6; RSA 282-A:118, 120, and 121; 42 U.S.C. § 503(a)(1); and 20 C.F.R. Part 603;
  - To permit NHES to make onsite inspections of Vendor's facilities to ensure that adequate safeguards are being maintained and that the requirements of this Agreement are being met;
  - That Vendor will, within thirty (30) days of the effective date of this Agreement and before any information is exchanged, provide to NHES a statement attesting that all personnel having access to information provided by NHES have been advised of the confidentiality requirements of this Agreement;
  - That Vendor will, prior to any exchange of information, provide NHES a list of all officers and employees, by position, who will have the authority to request, receive, and obtain information from NHES and shall update NHES' list: (a) annually; (b) whenever an individual identified in such list leaves the employ of the Vendor or otherwise ceases to have such authority; and (c) prior to granting such authority to any individual not already included in the list provided to NHES.
  - That Vendor shall report to the other in writing, promptly and fully, any suspected or actual violation of the confidentiality requirements of this Agreement.

- **Rights to Inventions Made Under a Contract or Agreement (if applicable)**
  - Contractor agrees to comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- **Clean Air Act and the Federal Water Pollution Control Act (if applicable)**
  - For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **Byrd Anti-Lobbying Amendment (if applicable)**
  - For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.
- **Davis-Bacon Act (if applicable)**
  - Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.
- **Contract Work Hours and Safety Standards Act (if applicable)**
  - For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is

compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.