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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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August 30, 2022

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **retroactive** and **sole source** contract with Protiviti Government Services, Inc. (VC#343717), Alexandria, VA in the amount of \$50,000 to assist the Department of Education in administering the new Security Action for Education grant, 2022, effective retroactively upon Governor and Council approval for the period of July 01, 2022 through June 30, 2023. 100% Federal Funds.

Funds to support this request are available in the account titled, School Security Funding, as follows:

		<u>FY23</u>
06-56-56-567010-26610000-102-500731	Contracts for Program Services	\$50,000

EXPLANATION

This request is a **retroactive** and **sole source** contract because the New Hampshire Department of Education (NHED), which is responsible for administering the Security Action for Education (SAFE) grant, needed to immediately hire either full-time or contract staff to manage the grant. SAFE allocates over \$13 million to improve the safety and security of students and staff in NH public and private schools. Given the time-consuming process that the State uses in hiring staff, the NHED leveraged an opportunity to address the urgent need for staff through Protiviti Government Services, Inc. (PGS), a consulting firm that provides state and federal agencies with tailored, qualified contract staff that are immediately available.

The established protocol in NH in hiring state employees requires that an agency submit a request to the Department of Administrative Services, Division Personnel (DAS) for approval to hire staff. Upon approval, the agency may then recruit and hire an applicant to fill a position. This process can typically take up to six months; NHED decided in the interim to select contract staff through PGS given the time-

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

sensitive nature of the grant and the role it plays in ensuring NH schools have access to the resources to install critical safety measures.

By way of background, the Uvalde Texas School Shooting on May 24, 2022, prompted the immediate request of federal funds by the NHED, Bureau of School Safety and Facility Management (Bureau of School Safety) to help schools improve the safety and security of their building, staff, and students. On June 17, 2022, the Joint Legislative Fiscal Committee voted to approve the request, allocating more than \$10 million in federal funds, available to all NH public and non-public schools. This is in addition to \$3 million in State funding approved in the 2022/2023 biennium budget. As indicated above, the lengthy hiring process would jeopardize the timely disbursement of federal funds that are designed to help schools install critical safety measures. PGS, by contrast, was able to filter through a pool of highly skilled, temporary government workers who were able to join a project within a narrow timeframe.

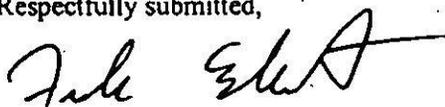
Compounding the time-sensitive nature in the implementation of SAFE, the NH Public School Infrastructure Commission convened on July 8, 2022, and established two deadlines for school applications: July 22, 2022, and August 26, 2022. Without sufficient staff, processing the applications and administering the grant within these immediate deadlines would not be possible. Moreover, obtaining staff through the State protocol would have created a significant barrier and jeopardized the ability of the Bureau of School Safety to take immediate measures to protect schools. Therefore, the NHED followed a two-pronged approach: applying for DAS approval in hiring staff and conducting business with PGS to fill the position immediately with contract staff.

The State of New Hampshire has a successful working relationship with the PGS. The company has direct access to tap into a wide range of highly skilled temporary and project professionals who specialize in regulatory and financial challenges, such as that of administering a federal grant. In addition, PGS contractors effectively ensure business continuity, an invaluable asset wherein those individuals seamlessly bolster the execution of a project that requires immediate attention. Finally, the business incorporates all levels of pre-placement and background screenings, on-boarding of resources, and if needed, technology deployments, vetting both the qualifications and the integrity of the talent they provide to the NHED.

In the past, the NHED and other state agencies have leveraged PGS for staff during the administration of similar time-sensitive grants, such as the Coronavirus Response and Relief Supplemental Appropriations Act, 2021. Federal entities such as the Department of Defense, Department of Health and Human Services, and the Department of Justice are all part of the customer base of PGS. Today, the NHED anticipates that an estimated 250 awards will be distributed, ranging from \$40,000 to \$50,000, for school safety initiatives statewide and open to all schools. Proposed projects that will address the greatest risks will be prioritized for future funding, and acquiring staff to assess the proposals in a timely manner is possible using PGS.

In the event that Federal Funds become no longer available, General Funds may be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

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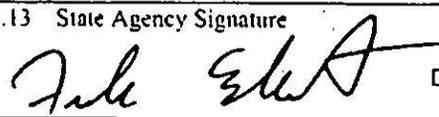
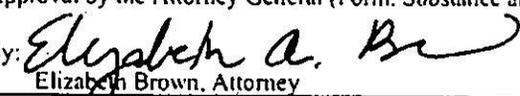
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Protiviti Government Services, Inc.		1.4 Contractor Address 1640 King Street Suite 400 Alexandria, VA 22314	
1.5 Contractor Phone Number 603-391-3060	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Caitlin Davis, Director Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature  Date: 08/18/22		1.12 Name and Title of Contractor Signatory John Owen, Managing Vice President	
1.13 State Agency Signature  Date: 09/08/22		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 09/08/22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not

be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

EXHIBIT A
Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

Required certifications include: (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Confidential Information

In performing its obligations under this Agreement, the contractor may gain access to Confidential Information of the State. Confidential Information includes any and all information owned or managed by the State of NH - created, received from or on behalf of any Agency of the State or accessed in the course of performing contracted Services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes but is not limited to Protected Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Social Security Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), and or other sensitive and Confidential Information. The contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. The contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

The New Hampshire Department of Education reserves the right to cancel the contract with written notice to the vendor upon 48 hours’ notice.

In the event that Protiviti Government Services, Inc. violates or breaches the terms of this contract, contractor will be responsible damages sustained by the New Hampshire Department of Education, in accordance 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II.

The terms outlined in the P-37 General Provisions are modified as set forth below:

Section 6.3 is hereby revised to read:

With thirty (30) days advance notice, the Contractor agrees to permit the State or United States access to Contractor’s books, records and accounts directly related to performance of the Agreement for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

EXHIBIT A
Special Provisions
Continued

Section 7.1 is hereby revised to read:

In accord with the Statement of Work and the New Hampshire Department of Education's directions, Contractor shall assign personnel to perform the Services. All assigned personnel shall be authorized to perform the Services under all applicable laws.

Section 7.2 is hereby revised to read:

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 knowingly hire, and shall not knowingly 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.

Section 7.3 is hereby revised to read:

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. Nothing in this section removes the authority of the courts of New Hampshire to resolve any dispute involving contract interpretation.

Section 8.1 is hereby revised to read:

Any acts or omission of the Contractor that materially breaches any covenant, term or condition of this Agreement shall constitute an event of default hereunder ("Event of Default").

Section 8.2.2 is hereby revised to read:

give the Contractor a written notice specifying the Event of Default and suspending all disputed 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;

Section 8.2.3 is hereby revised to read:

give the Contractor a written notice specifying the Event of Default and, where required by law, 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

Section 12.2 is hereby revised to read:

None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party. Notwithstanding the above, the New Hampshire Department of Education authorizes Contractor to utilize employees and contractors of its parent corporation Robert Half, Inc. to perform Services.

EXHIBIT B
Scope of Services

Protiviti Government Services, Inc. (PGS) shall provide qualified staffing resources, as requested by the New Hampshire Department of Education (NHED), for the following services:

Assist the NHED in administering the Security Action for Education grant, 2022.

In selecting qualified resource for the NHED, the following steps shall be completed:

1. The NHED will send an inquiry to PGS, outlining the description of the resources that the NHED needs.
2. PGS will provide NHED with a list of the available resources, including qualifications and hourly rates.
3. The NHED will select one or more resources to interview.
4. If the NHED is interested in the resource, it will confirm with PGS the availability of the resource and expected hours to be worked.
5. PGS completes a background check of the resources and schedules the resource to provide the agreed upon services.

Additional terms are as follows:

1. **Supervision:** The NHED agrees it is responsible for supervising the individuals supporting the work (Assigned Individuals). The NHED will not knowingly permit or require an Assigned Individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including Securities and Exchange Commission (SEC) documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to operate machinery (other than office machines) or automotive equipment; (vii) to use computers, software or network equipment owned or licensed by the Assigned Individual; (viii) engage in any activity that is regulated by US export controls (e.g., International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR)) without the proper governmental approvals or (ix) engage in any activity that violates the National Industrial Security Program Operating Manual (NISPOM) or other applicable US government security regulation or law.
2. **Remote Work:** The NHED may request that PGS permit its Assigned Individuals to provide services remotely (*i.e.*, from a location other than the NHED's offices) using the NHED's or PGS's laptop and/or other computer or telecommunications equipment (the "Equipment"). The NHED acknowledges and agrees that PGS shall have no control over, and the NHED shall be solely responsible for: (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and email accounts (collectively, "Computer Systems") used by the Assigned Individual; (ii) the security, integrity and backing up of the data and other information stored therein or transmitted thereby. Moreover, the NHED and PGS will instruct Assigned Individuals not to save or store any of its files or other data on the Computer Systems provided by PGS (including, but not limited to, any virtual desktop infrastructure solution). The NHED agrees that PGS shall not be liable for any loss, damage, expense, harm, business interruption, or inconvenience resulting from the use of such Computer Systems.

EXHIBIT B
Scope of Services
Continued

3. **Background Checks:** To the extent permitted by applicable law, PGS will have a third party vendor perform (1) a Social Security Number verification; (2) a seven-year criminal background investigation for the Support Staff for (i) all state and Federal felony convictions and pending felony charges; and (ii) state and Federal misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county (and corresponding Federal court districts) where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with PGS; (3) a statewide seven-year criminal background investigation of Support Staff (except AK, AR, CA, DE, DC, ID, LA, MA, NH, NM, OH, WV, WY) for (i) state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence. However, where such statewide criminal database check is either impracticable, unavailable or would result in a delay of assignment (as determined by our third-party vendor), the third party vendor will perform a seven-year criminal background investigation for all (i) state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where Support Staff has resided or worked in the U.S. in the last seven years as stated on his or her application; and (4) a seven-year criminal background investigation by having the third party search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty.
4. **Timekeeping and Acceptance:** PGS's timekeeping system (TCast) shall be the system of record for all billing and invoicing. PGS will provide reporting on a weekly basis for the NHED review and approval of hours worked. The NHED has five business days to reject any hours identified in the report, or portions thereof. Unless the NHED rejects hours within that period, the hours in the report and the services related thereto are deemed automatically approved by the NHED and in compliance with the performance standards of any statement of work.
5. **COVID:** PGS does not place professionals on assignment for positions as licensed medical or clinical professionals, physicians, health care providers, nurses, nurse practitioners, or health care advocates. None of the personnel PGS places are qualified to perform any clinical duties or duties requiring medical training or licensure. Accordingly, the NHED agrees not to, under any circumstances, require or knowingly permit any PGS professional to provide direct patient care (including, but not limited to, administering vaccinations to patients by injection or otherwise); offer medical treatment, advice or diagnoses; dispense pharmaceuticals; handle patient test results, specimens, or byproducts; or engage in any direct contact or communication related to the above matters with the NHED's patients. This list of prohibitions is not exhaustive. The NHED accepts all liability for claims, costs, expenses, damages, liabilities, losses or judgments arising out of the violation of the foregoing and will indemnify PGS (and its employees, officers, directors and shareholders), from any and all liability.
6. **Safe Working Conditions:** The NHED has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to its business; and (ii) ensuring that safety plans exist for, and safety-related training is provided to, PGS professionals. Safe working conditions shall include, but not be limited to, the NHED supplying such professionals, prior to each shift, with Personal Protective Equipment consistent with OSHA requirements for "high exposure risk" positions. PGS's professionals are only authorized to perform work within the Scope of Services. It is the NHED's responsibility to provide appropriate direction, guidance or oversight to PGS's professionals for satisfactory performance on the NHED's Scope of Services.

EXHIBIT B
Scope of Services
Continued

7. **Limitation of Liability:** Circumstances may arise where, because of a default on PGS's part or other liability, the NHED is entitled to recover damages from PGS. Regardless of the basis on which the NHED is entitled to claim damages from PGS (including breach, negligence, misrepresentation, or other contract or tort claim), PGS's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to PGS for the NHED that is the subject of the claim.
8. **Consequential Damages Exclusion:** Under no circumstances is PGS liable for special, incidental, or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.
9. **WARRANTIES:** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS STATEMENT OF WORK, PGS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OR WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
10. **Force Majeure:** PGS shall be excused from performance due to any government shut down order(s), epidemic or other customary force majeure event, or for any disruptions, delays, failure, downtime, maintenance or other event which impacts the availability or efficient use of any the NHED provided or maintained information technology systems, tools, networks, servers, software, hardware, computers, databases, telephones, etc.
11. **Technology Assumptions:** The NHED will provide the Assigned Individual(s) with appropriate technology to fulfill their responsibility.

Obligations of the NHED:

1. **Information Technology Systems:**
 - a. Be solely responsible for data security and privacy of the NHED's information technology systems, networks, servers, email systems, software, tools, hardware and applications (collectively the "IT Systems") and any information collected, created, maintained, or used by Assigned Individuals accessing the IT Systems while providing the Services. Assigned Individuals will not knowingly disclose or permit to be disclosed confidential information that they may access in the course of their work.
 - b. Establish and maintain physical and logical information technology controls that prohibit Assigned Individuals from accessing information or data not necessary for the performance of the Services. The assigned Individual(s) shall not ability to print, download or save data or information, including PII, on any device, network or server other than the NHED's, unless otherwise instructed by the NHED.
2. **Fraud:** Establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation of a claimant related to any application.

EXHIBIT C
Method of Payment

Budget:

Through June 30, 2023	Rate	Total Cost
Administration of Security Action for Education Grants	As negotiated, \$63-150 per hour	\$50,000

Limitation on Price: In no case shall the total budget exceed the price limitation of \$50,000.

Funding Source: Funds to support this request are available in the account titled School Security Funding as follows:

06-56-56-567010-26610000-102-500731 Contracts for Program Services FY23
\$50,000

Not to Exceed Pricing: Notwithstanding anything to the contrary in this Agreement: (i) Contractor may at any time, in its sole discretion, discontinue performance of the services once the Not-to Exceed Amount has been attained (even if Contractor continued to provide services after the Not-To-Exceed Amount was reached); (ii) Client shall have sole responsibility for monitoring fees charged in relation to the Not-to-Exceed Amount; and (iii) Client will either terminate the Agreement or the parties shall amend the Agreement to increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount.

Method of Payment: Payment is to be made monthly on the basis of invoices which are supported by a summary of activities/deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted electronically to:

DEAR@doe.nh.gov

EXHIBIT D
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
 - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 - 2. Does not have a proposed debarment pending;
 - 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 - 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

EXHIBIT F
Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

EXHIBIT G
Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 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 DOE.

Any discovery or invention that arises during the course of the contract shall be reported to the DOE. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the DOE under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the DOE and its partners, must remain the exclusive property of the DOE.

Confidential information means all data and information related to the business and operation of the DOE, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the DOE, financial information, partner information(including the identity of DOE partners), Contractor and supplier information, (including the identity of DOE Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the DOE to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the DOE or subcontracted with the Contractor.

Ownership of Intellectual Property

The DOE shall retain ownership of all source data and other intellectual property of the DOE provided to the Contractor in order to complete the services of this agreement. As well the DOE will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the DOE.

State of New Hampshire

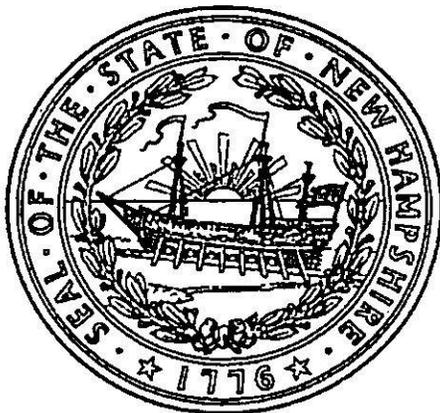
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROTIVITI GOVERNMENT SERVICES, INC. is a Maryland Profit Corporation registered to transact business in New Hampshire on March 31, 2011. 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: 646898

Certificate Number: 0005744189



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF ATTESTION

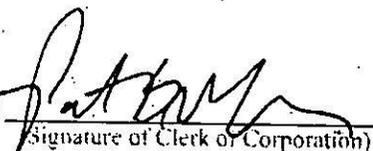
Corporation

I, Patrick B. Murphy, hereby certify that I am the duly appointed Secretary of Protiviti Government Services, Inc. I hereby certify that John Owen, Managing Vice President, is duly authorized to execute contracts on behalf of Protiviti Government Services, Inc. and may bind the company thereby. I further certify that John Owen as duly authorized to execute contracts on behalf of Protiviti Government Services, Inc. on August 18, 2022 and hereby attest that the company ratifies the execution of the agreement executed on that date between Protiviti Government Services, and the New Hampshire Department of Education.

I further certify that it is understood that the State of New Hampshire will rely on this attestation as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that this authorization shall remain valid for thirty (30) days from this date 09/07/22

DATED: 09/07/22

ATTEST:


Signature of Clerk of Corporation

CORPORATE SECRETARY
(Title of Clerk of Corporation)

