



NOV07'22 PM 3:31 RCVD

MLC

Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

158

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

October 17, 2022

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

**REQUESTED ACTION**

Authorize the Department of Education to enter into a **sole source** amendment to an existing contract with Protiviti Government Services Inc., Alexandria, VA (Vendor Code 343717, B001), by increasing the not to exceed amount by \$90,000 from \$1,298,000 to \$1,388,000 and by extending the completion date from September 30, 2023 to September 30, 2024 to assist the Department in administering the various COVID Emergency Relief packages provided in the Coronavirus Aid, Relief, and Economic Security Act, 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and the American Rescue Plan, effective upon Governor approval through September 30, 2024. The original contract was approved by the Governor on April 28, 2021 submitted to Governor and Council on June 30, 2021 as Informational Item (item #U), amended on August 4, 2021 (item #63), and amended on November 22, 2021 (item #98)

Funds to support this request are available in FY23, and are anticipated to be available in FY24, and FY25 in the accounts titled Cares Act Ed Fund (ESSER I), Cares Act Ed Governors Fund (GEER I), ESSER II-CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, ESSER III-ARP Act, EANS II-ARP Act, and any other federal or state program, as needed, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

	FY 21	FY 22	FY 23	FY 24	FY 25	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000.00	\$8,561.45	\$0	\$0	\$0	\$24,561.45
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000.00	\$16,243.45	\$0	\$0	\$0	\$18,243.45
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000.00	\$223,621.00	\$238,747.00	\$0	\$0	\$467,368.00

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

06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000.00	\$21,253.00	\$21,253.00	\$0	\$0	\$45,506.00
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000.00	\$37,602.42	\$0	\$0	\$0	\$38,602.42
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$235,362.00	\$408,230.68	\$60,000.00	\$30,000.00	\$733,592.68
06-56-56-562010-24990000-102-500731 Contracts for Program Services	\$0	\$60,126.00	\$0	\$0	\$0	\$60,126.00
<b>Total</b>	<b>\$27,000.00</b>	<b>\$602,769.32</b>	<b>\$668,230.68</b>	<b>\$60,000.00</b>	<b>\$30,000.00</b>	<b>\$1,388,000.00</b>

**EXPLANATION**

The New Hampshire school system has received over \$600 million of federal emergency relief funds. The funds include complex rules relative to compliance, monitoring, and reporting. There are also time limits relative to how quickly the funds must be obligated. The Department of Education continues to need immediate and flexible support to meet grant requirements. Protiviti Government Services Inc. provides qualified staff that are immediately available and gives the Department flexibility in the deployment of those resources. In the current tight labor market, the cost of individuals with the skills required to manage the programs and meet the compliance requirements are only available at higher rates than initially anticipated.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
 Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

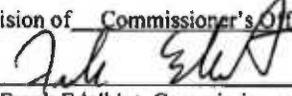
Now come the New Hampshire Department of Education, hereinafter "the Agency," and Protiviti Government Services, Inc. (PGS), Alexandria, VA, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor on April 28, 2021 submitted to Governor and Council on June 30, 2021 as Informational Item (item #U), amended on August 4, 2021 (item #63), and amended on November 22, 2021 (item #98) hereby agree to modify same as follows:

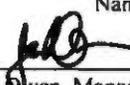
1. Amend Section 1.7 of form P-37 by removing September 30, 2023 and replacing with September 30, 2024.
2. Amend Section 1.8 of the P-37 by increasing the price limitation by \$90,000 from \$1,298,000 to \$1,388,000.
3. Remove Exhibit C-2 (Method of Payment) and replace with Exhibit C-3 (Method of Payment).
4. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
5. This amendment shall commence upon Governor and Council approval and shall terminate on September 30, 2024.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By:  11/1/2022  
Frank Edelblut, Commissioner of Education Date

Protiviti Government Services  
Name of Corporation (Contractor)  
By:  10/16/2022  
John Owen, Managing Vice President Date

Approved as to form, substance and execution by the Attorney General this 1 day of November, 2022

  
Elizabeth Brown, Attorney General's Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

**EXHIBIT C-3  
Method of Payment**

**Budget:**

Through September 30, 2024	Rate Per-Hour	Total Cost Not to Exceed
Administration of Emergency Stabilization Funding (ESF)	As Negotiated	\$1,388,000

**Description of Services:**

Administers COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I and ESSER II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I and GEER II) as part of the Cares Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), ARP/ESSER III and any other federal or state programs, as assigned.

**Limitation on Price:**

This contract will not exceed \$1,388,000

Pricing Assumptions shall include, but are not limited to the following:

- Contractor is not providing a certification of cost or pricing information.
- Any overtime must be requested or approved in writing from State (e-mail is acceptable) but will not be included in Contractor's proposal. Overtime will be calculated at 1.5 times the bill rate; and,
- All Contractor staff are assumed to provide 40 hours per week.

**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; (iii) Client will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) Client shall be responsible for all charges (including charges in excess of the Not-To-Exceed Amount) in the event Client fails to notify Contractor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

**Source of Funding:**

Funds to support this request are available in FY23, and are anticipated to be available in FY24, and FY25 in the accounts titled Cares Act Ed Fund (ESSER I), Cares Act Ed Governors Fund (GEER I), ESSER II-CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, ESSER III-ARP Act, EANS II-ARP Act, and any other federal or state program, as needed, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

	FY 21	FY 22	FY 23	FY 24	FY 25	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000.00	\$8,561.45	\$0	\$0	\$0	\$24,561.45
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000.00	\$16,243.45	\$0	\$0	\$0	\$18,243.45
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000.00	\$223,621.00	\$238,747.00	\$0	\$0	\$467,368.00
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000.00	\$21,253.00	\$21,253.00	\$0	\$0	\$45,506.00
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000.00	\$37,602.42	\$0	\$0	\$0	\$38,602.42
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$235,362.00	\$408,230.68	\$60,000.00	\$30,000.00	\$733,592.68
06-56-56-562010-24990000-102-500731 Contracts for Program Services	\$0	\$60,126.00	\$0	\$0	\$0	\$60,126.00
Total	\$27,000.00	\$602,769.32	\$668,230.68	\$60,000.00	\$30,000.00	\$1,388,000.00

**Method of Payment:**

Payment will be made on the basis of invoices that are received by the Department which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made. Invoices and reports shall be submitted to:

Jessica Lescarbeau  
 Jessica.L.Lescarbeau@doe.nh.gov

Contract between Protiviti Government Services, Inc., and the New Hampshire Department of Education

Contractor Initials   
 Date 10/6/2022

# 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.

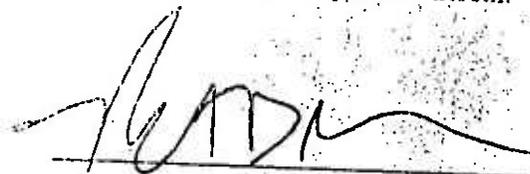
A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Certificate of Authority  
Protiviti Government Services, Inc.

I, Patrick Murphy, hereby certify that I am a duly appointed representative of  
Protiviti Government Services, Inc. I hereby certify that John Owen, is duly  
authorized to execute contracts on behalf of Protiviti Government Services, Inc. and may bind the  
organization thereby.

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

  
\_\_\_\_\_  
Patrick Murphy, Corporate Secretary      Date 10/16/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

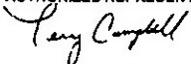
<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 500 N. Brand Boulevard, Suite 100 Glendale CA 91203	<b>CONTACT NAME:</b> Robert Half Certificates	
	<b>PHONE (A/C, No, Ext):</b> 818-539-1463	<b>FAX (A/C, No):</b> 818-539-1801
<b>E-MAIL ADDRESS:</b> roberthalf_certificates@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b> Safety National Casualty Corporation		15105
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 30392464      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL   SUBR   INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em. Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	[REDACTED]	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y	[REDACTED]	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Ded. \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		[REDACTED]	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Department of Education 25 Hall Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

2

NOV05'21 PM 3:40 RCVD

98 m/c



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

October 29, 2021

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

**REQUESTED ACTION**

Authorize the Department of Education to amend an existing contract with Protiviti Government Services Inc., Alexandria, VA (Vendor Code 343717, 8001), by increasing the not to exceed amount by \$625,000 from \$673,000 to \$1,298,000, with no change to the end date to assist the Department in administering the various COVID Emergency Relief packages provided in the Coronavirus Aid, Relief, and Economic Security Act, 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and the American Rescue Plan, effective upon Governor approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in FY22, and FY 23 in the following accounts Titled Cares Act #3 Ed Fund (ESSER I), Cares Act #3 Governors Ed Fund (GEER I), ESSER II- CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, ARP/ESSER III, Homeless Child/Youth, and any other federal or state program, as needed, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

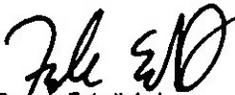
	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>Total</u>
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$0	\$40,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$0	\$22,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$37,638	\$0	\$38,638
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$235,362	\$344,000	\$579,362
06-56-56-562010-24920000-102-500731 Contracts for Program Services	<u>\$0</u>	<u>\$30,000</u>	<u>\$60,000</u>	<u>\$90,000</u>
Total	\$27,000	\$607,000	\$664,000	\$1,298,000

**EXPLANATION**

The New Hampshire school system has received over \$600 million of federal emergency relief funds. The funds include complex rules relative to compliance, monitoring and reporting. There are also time limits relative to how quickly the funds must be obligated. The Department of Education continues to need immediate and flexible support to meet grant requirements. Protiviti Government Services Inc. provides qualified staff that are immediately available and gives the Department flexibility in the deployment of those resources. In the current tight labor market, the cost of individuals with the skills required to manage the programs and meet the compliance requirements are only available at higher rates than initially anticipated.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Protiviti Government Services, Inc. (PGS), Alexandria, VA, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor on 4-28-21 and amended on August 4, 2021 (item # 63) hereby agree to modify same as follows:

1. Amend box 1.8 of the P-37 by removing up to \$673,000 and replacing with \$1,298,000.
2. Remove Exhibit C-1 (Method of Payment) and replace with Exhibit C-2 (Method of Payment).
3. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
4. This amendment shall commence upon Governor and Council approval and shall terminate on (September 30, 2023).

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: Frank Edelblut 11-2-21  
Frank Edelblut, Commissioner of Education Date

Protiviti Government Services  
Name of Corporation (Contractor)  
By: John Owen 10/15/2021  
John Owen, Managing Vice President Date

STATE OF NA COVID 19

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

NA/COVID 19  
Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4<sup>th</sup> day of Nov, 2021

Christopher Bond  
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

**EXHIBIT C-2**  
**Method of Payment**

**Budget:**

Through September 30, 2023	Rate Per-Hour	Total Cost Not to Exceed
Administration of CARES Act Funds	As Negotiated	\$1,298,000

**Description of Services:**

Administers COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I and ESSER II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I and GEER II) as part of the Cares Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), ARP/ESSER III and any other federal or state programs, as assigned.

**Limitation on Price:** This contract will not exceed \$1,298,000

Pricing Assumptions shall include, but are not limited to the following:

- Contractor is not providing a certification of cost or pricing information.
- Any overtime must be requested or approved in writing from State (e-mail is acceptable) but will not be included in Contractor's proposal. Overtime will be calculated at 1.5 times the bill rate; and,
- All Contractor staff are assumed to provide 40 hours per week.

**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; (iii) Client will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) Client shall be responsible for all charges (including charges in excess of the Not-to-Exceed Amount) in the event Client fails to notify Contractor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

**Source of Funding:** Funds to support this request are available in FY22, and FY 23 in the following accounts Titled Cares Act #3 Ed Fund (ESSER I), Cares Act #3 Governors Ed Fund (GEER I), ESSER II- CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, ARP/ESSER III, Homeless Child/Youth, and any other federal or state program, as needed, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

Contractor Initials   
, Date 10/15/2021

**EXHIBIT C-2 Continued**

	FY21	FY22	FY23	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$0	\$40,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$0	\$22,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$37,638	\$0	\$38,638
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$0	\$235,362	\$344,000	\$579,362
06-56-56-562010-24920000-102-500731 Contracts for Program Services	\$0	\$30,000	\$60,000	\$90,000
Total	\$27,000	\$607,000	\$664,000	\$1,298,000

**Method of Payment**

Payment will be made on the basis of invoices that are received by the Department which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made. Invoices and reports shall be submitted to:

McKenzie Snow  
 McKenzie.A.Snow@doe.nh.gov  
 NH Department of Education  
 101 Pleasant Street  
 Concord, NH 03301

Contractor Initials   
 Date 10/15/2021

**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that **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: 646893

Certificate Number: 0005357294



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

**SIGNATURE AUTHORITY CERTIFICATION**

I hereby certify, on behalf of Protiviti Government Services, Inc., that John Owen of this Company, he and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this Company's name on its behalf by such person under seal of the Company shall be valid and binding upon this Company.

Protiviti Government Services, Inc.

BY: 

Patrick B. Murphy  
Corporate Secretary

Date: 11/1/2021

**BIDDERS/RESPONDENTS MUST SUBMIT THIS FORM FULLY COMPLETED**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Robert Hall Certificates <b>PHONE (A/C No./Ext):</b> 818-539-1463 <b>FAX (A/C No.):</b> 818-539-1801 <b>E-MAIL ADDRESS:</b> robert.hall_certificates@ajg.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company <b>INSURER B:</b> Safety National Casualty Corporation <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Protiviti Government Services, Inc. 1640 King Street Suite 400 Alexandria, VA 22314	<b>ROBEX/NAI #</b>

**COVERAGES**      **CERTIFICATE NUMBER: 884303482**      **REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDRESS (R/R, W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap En. Use <input checked="" type="checkbox"/> In OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			8/1/2021	8/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Carl. Dec. \$ 1,000/\$ 1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OTHER			8/1/2021	8/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS INSURANCE	N/A		8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER MANUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - SA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance Only.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

2

63 mlc



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1653

July 14, 2021

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

**REQUESTED ACTION**

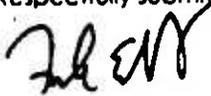
Authorize the Department of Education to amend an existing contract with Protiviti Government Services Inc., Alexandria, VA (Vendor Code 343717, 8001), by amending Exhibit C Method of Payment to adjust the Rate Per-Hour from \$63-80 to \$63-95, with no increase to the total contract price, and no change to the end date to assist the Department in administering the various COVID Emergency Relief packages provided in the Coronavirus Aid, Relief, and Economic Security Act, 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and the American Rescue Plan, effective upon Governor approval through September 30, 2023. 100% Federal Funds.

**EXPLANATION**

The New Hampshire school system has received over \$600 million of federal emergency relief funds. The funds include complex rules relative to compliance, monitoring and reporting. There are also time limits relative to how quickly the funds must be obligated. The Department of Education continues to need immediate and flexible support to meet grant requirements. Robert Hall provides qualified staff that are immediately available and gives the Department flexibility in the deployment of those resources. In the current tight labor market, the cost of individuals with the skills required to manage the programs and meet the compliance requirements are only available at higher rates than initially anticipated.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,

  
Frank Edelblut  
Commissioner of Education

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, hereinafter "the Agency," and Protiviti Government Services, Inc. (PGS), Alexandria, VA, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by the Governor 4-28-21 hereby agree to modify same as follows:

1. Remove Exhibit B (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
2. Remove Exhibit C (Method of Payment) and replace with Exhibit C-1 (Method of Payment)
3. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
4. This amendment shall commence upon Governor and Council approval and shall terminate on (September 30, 2023).

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE  
Department of Education  
(Agency)

Division of Commissioner's Office  
By: [Signature] 7-18-21  
Frank Edelblut, Commissioner of Education Date

Protiviti Government Services  
Name of Corporation (Contractor)  
By: [Signature] 7/8/2021  
John Owen, Managing Vice President Date

STATE OF \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereto set my hand and official seal.

\_\_\_\_\_  
Notary Public/Justice of the Peace

\_\_\_\_\_  
Commission Expires

Approved as to form, substance and execution by the Attorney General this 19<sup>th</sup> day of July, 2021

[Signature]  
Christopher Bond, Division of Attorney General Office

Approved by the Governor and Council this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

**EXHIBIT B-1**  
**Scope of Services**

Proliviti Government Services, Inc. (PGS) shall provide qualified staffing, as requested by the Department of Education (Department), for the following services:

- Assist the Department in administering the various COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I/II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I/II) as part of the Cares Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), ARP/ESSER III and any other federal or state programs, as assigned.
- Supervision: Department agrees it is responsible for supervising the individuals supporting the work (Assigned Individuals). Department 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 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., ITAR and EAR) without the proper governmental approvals or (ix) engage in any activity that violates the NISPOM or other applicable US government security regulation or law .
- Remote Work: Department may request that PGS permit its Assigned Individuals to provide services remotely (i.e., from a location other than the Department's offices) using the Department's or PGS's laptop and/or other computer or telecommunications equipment (the "Equipment"). Department acknowledges and agrees that PGS shall have no control over, and Department 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, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, Department 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). Department 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.
- 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)

Contractor Initials   
Date 7/8/2021

## EXHIBIT B-1 Continued

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 perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. STATE understands and agrees that the third-party vendor's database of U.S. national criminal records (i) is maintained by the third-party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If STATE requests a copy of the results of any checks conducted on PGS's Support Staff, STATE agrees to keep such results strictly confidential to the extent permitted by applicable law, including but not limited to RSA 91-A, and to use such results in accordance with applicable laws and solely for employment purposes.

- **Timekeeping and Acceptance:** PGS's timekeeping system (TCost) shall be the system of record for all billing and invoicing. PGS will provide reporting on a weekly basis for Department review and approval of hours worked. Department has five business days to reject any hours identified in the report, or portions thereof. Unless Department rejects hours within that period, the hours in the report and the services related thereto are deemed automatically approved by Department and in compliance with the performance standards of any statement of work.
- **Use of PGS Affiliates:** PGS may utilize personnel from its parent company Robert Hall Government, Inc. in the performance of services hereunder and such an arrangement shall not be deemed a subcontractor relationship.
- **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, Department 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 Department's patients. This list of prohibitions is not exhaustive. Department 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.

Contractor Initials   
Date 7/10/2021

## EXHIBIT B-1 Continued

- Department 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, Department 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 Department's responsibility to provide appropriate direction, guidance or oversight to PGS's professionals for satisfactory performance on the Department's Scope of Services.
- Limitation of Liability. Circumstances may arise where, because of a default on PGS's part or other liability, Department is entitled to recover damages from PGS. Regardless of the basis on which Department 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 Department that is the subject of the claim.
- 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.
- 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
- 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 Department provided or maintained information technology systems, tools, networks, servers, software, hardware, computers, databases, telephones, etc.
- Technology Assumptions:  
The Department will provide the Assigned Individual(s) with appropriate technology to fulfill their responsibility.

Contractor Initials   
Date 7/2/2021

## EXHIBIT B-1 Continued

### Obligations of the Department:

- Be solely responsible for data security and privacy of Department'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.
- 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 have the ability to print, download or save data or information, including PII, on any device, network or server other than Department's, unless otherwise instructed by the Department.
- Establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation of a claimant related to any application.

Contractor Initials   
Date 7/8/2021

**EXHIBIT C-1  
Method of Payment**

**Budget**

Through September 30, 2023	Rate Per-Hour	Total Cost Not to Exceed
Administration of CARES Act Funds	As Negotiated	\$673,000

**Description of Services:**

Administers COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I and ESSER II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I and GEER II) as part of the CARES Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act), ARP/ESSER III and any other federal or state programs, as assigned.

**Limitation on Price:** This contract will not exceed \$673,000

Pricing Assumptions shall include, but are not limited to the following:

- Contractor is not providing a certification of cost or pricing information.
- Any overtime must be requested or approved in writing from State (e-mail is acceptable) but will not be included in Contractor's proposal. Overtime will be calculated at 1.5 times the bill rate; and,
- All Contractor staff are assumed to provide 40 hours per week.

**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; (iii) Client will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) Client shall be responsible for all charges (including charges in excess of the Not-to-Exceed Amount) in the event Client fails to notify Contractor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

**Source of Funding:** Funds to support this request are available in FY21, FY22, and FY 23 in the following accounts Titled CARES Act #3 Education Fund, CARES Act #3 Governors Ed Fund, ESSER II-CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, ARP/ESSER III and any other federal or state program, as needed, with authority to add or remove accounting strings and adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor and Council approval if needed and justified.

Contractor Initials   
Date 7/8/2021

**EXHIBIT C Continued**

	FY21	FY22	FY23	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$24,000	\$64,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$20,000	\$42,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$19,000	\$19,000	\$39,000
<b>Total</b>	<b>\$27,000</b>	<b>\$323,000</b>	<b>\$323,000</b>	<b>\$673,000</b>

**Method of Payment**

Payment will be made on the basis of invoices that are received by the Department which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made. Invoices and reports shall be submitted to:

McKenzie Snow  
 McKenzie.A.Snow@doe.nh.gov  
 NH Department of Education  
 101 Pleasant Street  
 Concord, NH 03301

Contractor Initials   
 Date 7/1/2021

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROTVITI 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: 646893

Certificate Number: 0005357284



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

Certificate of Attestation

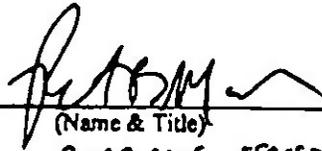
Corporate Secretary Attestation

I, PATRICK MURPHY hereby certify that I am a 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 its staffing Division Robert Half Government and may bind the company thereby.

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 he has full authority to bind the corporation.

Dated: 7/15/21

Attest:

  
\_\_\_\_\_  
(Name & Title)  
CORPORATE SECRETARY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	<b>CONTACT NAME:</b> Robert Half Certificates <b>PHONE (AG, Ins. Exp.):</b> 818-539-1483 <b>FAX (AG, Ins. Exp.):</b> 818-539-1801 <b>E-MAIL ADDRESS:</b> roberthalf_certificates@ajg.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Federal Insurance Company NAIC # 20281 <b>INSURER B:</b> Safety National Casualty Corporation 15105 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b>

COVERAGES      CERTIFICATE NUMBER: 884303482      REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EXP (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Em. Use <input checked="" type="checkbox"/> In CA, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		[REDACTED]	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Per person) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ Comp/Cat. Ded. \$ 1,000/\$1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$		[REDACTED]	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	[REDACTED]	6/1/2021	6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance Only.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

N

u B



Frank Edelblut  
Commissioner

Christine Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL. (603) 271-3495  
FAX (603) 271-1953

June 3, 2021

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, and suspend the Manual of Procedures 150, V., B., 1., requirement, Governor Sununu has authorized the Department of Education (DOE) to enter into a **sole source** contract with Protiviti Government Services Inc., Alexandria, VA (Vendor Code 343717, B001), in an amount up to \$673,000 to assist the Department in administering the various COVID Emergency Relief packages provided in the Coronavirus Aid, Relief, and Economic Security Act 2020 and Coronavirus Response and Relief Supplemental Appropriations Act 2021, effective upon Governor approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in FY21, FY22, and FY23 in the following accounts: Titled Cares Act #3 Education Fund, Cares Act #3 Governors Ed Fund, ESSER II-CRRSA ACT 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

	FY21	FY22	FY23	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$24,000	\$64,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$20,000	\$42,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$19,000	\$19,000	\$39,000
<b>Total</b>	<b>\$27,000</b>	<b>\$323,000</b>	<b>\$323,000</b>	<b>\$673,000</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
June 3, 2021

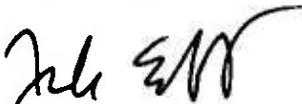
**EXPLANATION**

This request is **sole source** because the Department of Education needs immediate support to meet Federal timelines for the multiple grants available to New Hampshire's public and non-public schools. Protiviti Government Services provides qualified staff that are immediately available.

Additional administrative support is necessary to ensure the Department of Education is able to support and manage the multiple grants provided by the two COVID Emergency Relief packages: in the Coronavirus Aid, Relief, and Economic Security Act 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021. These grants include the two Elementary and Secondary School Emergency Relief Fund, the Emergency Assistance to Non-public Schools, and the two Governor's Emergency Education Relief Fund I and II.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

2



Frank Edelblut  
Commissioner

Christina Brennan  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EDUCATION  
101 Pleasant Street  
Concord, N.H. 03301  
TEL (603) 271-3483  
FAX (603) 271-1863

April 23, 2021

His Excellency, Governor Christopher T. Sununu  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Education to enter into a sole source contract with Prothill Government Services Inc., Alexandria, VA (Vendor Code 343717, 8001), in an amount of up to \$673,000 to assist the Department in administering the various COVID Emergency Relief packages provided in the Coronavirus Aid, Relief, and Economic Security Act, 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021, effective upon Governor approval through September 30, 2023. 100% Federal Funds.

Funds to support this request are available in FY21, FY22, and FY 23 in the following accounts titled Cares Act #3 Education Fund, Cares Act #3 Governors Ed Fund, ESSER II-CRRSA Act 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

	FY21	FY22	FY23	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$24,000	\$64,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$20,000	\$42,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$19,000	\$19,000	\$39,000
<b>Total</b>	<b>\$27,000</b>	<b>\$323,000</b>	<b>\$323,000</b>	<b>\$673,000</b>

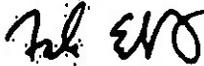
**EXPLANATION**

This request is sole source because the Department of Education needs immediate support to meet Federal timelines for the multiple grants available to New Hampshire's public and non-public schools. Protiviti Government Services provides qualified staff that are immediately available.

Additional administrative support is necessary to ensure the Department of Education is able to support and manage the multiple grants provided by the two COVID Emergency Relief packages: in the Coronavirus Aid, Relief, and Economic Security Act, 2020 and Coronavirus Response and Relief Supplemental Appropriations Act, 2021. These grants include the two Elementary and Secondary School Emergency Relief Fund, the Emergency Assistance to Non-public Schools, and the two Governor's Emergency Education Relief Fund I and II.

In the event Federal Funds are no longer available, General Funds will not be requested to support this request.

Respectfully submitted,



Frank Edelblut  
Commissioner of Education

I hereby approve this request pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17 and 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, and 2021-02, 2021-04, 2021-05, and 2021-06 and suspend the Manual of Procedures 150, V., B., 1., requirement.

4-28-21  
Date

  
Governor Christopher T. Sununu

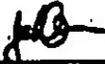
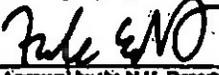
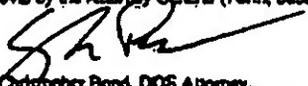
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Education		<b>1.2 State Agency Address</b> 101 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Protiviti Government Services, Inc.		<b>1.4 Contractor Address</b> 1640 King Street, Suite 400 Alexandria, VA 22314	
<b>1.5 Contractor Phone Number</b> 603-391-3080	<b>1.6 Account Number</b> See exhibit C	<b>1.7 Completion Date</b> September 20, 2023	<b>1.8 Price Limitation</b> Up to \$673,000
<b>1.9 Contracting Officer for State Agency</b> Katie Murphy		<b>1.10 State Agency Telephone Number</b> (603) 271-3838	
<b>1.11 Contractor Signature</b>  Date: 4/26/21		<b>1.12 Name and Title of Contractor Signatory</b> John Owen, Managing Vice President	
<b>1.13 State Agency Signature</b>  Date: 4/26/21		<b>1.14 Name and Title of State Agency Signatory</b> Frank Edelblut, Commissioner of Education	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: <i>Louise A Rudis</i> Director, On: 04/28/2021			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 4/26/21 Christopher Bond, DOS Attorney.			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> O&C Item number: _____ O&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, 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 insures 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, simplify 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-C

Federal Acquisition 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 agreement 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).

The Department reserves the right to cancel the contract with written notice to the vendor upon 48 hour' notice.

In the event that Prohibit Government Services, Inc. (PGS) violates or breaches the terms of this contract, contractor will be responsible damages sustained by the Department, in accordance 2 C.F.R. § 200.327 and 2 C.F.R. 200, Appendix D.

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 contracts, terms and conditions of this Agreement.

Section 7.1 is hereby revised to read:

In accord with the Statement of Work and the Department'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.

Contractor website: 380

Date: 4/22/21

Exhibit A Continued

Section 7.3 is hereby revised to read:

The Contracting Officer specified in block 1.8, 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 9.2 is hereby revised to read:

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. Upon written direction from the Department, any work described in this section shall be charged at regular rates, not to exceed in the aggregate the Limitation on Price as set forth in Exhibit C.

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, Department authorizes Contractor to utilize the employees and contractors of its parent corporations and affiliates to perform Services hereunder and that such arrangement shall not be deemed a subcontracting relationship.

Contractor Initials JBQ

Date 4/22/11

**EXHIBIT B**  
**Scope of Services**

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

- Assist the Department in administering the various COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I/II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I/II) as part of the Cares Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act)
- Supervision: Department agrees it is responsible for supervising the individuals supporting the work (Assigned Individuals). Department 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 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., ITAR and EAR) without the proper governmental approvals or (ix) engage in any activity that violates the NISPOM or other applicable US government security regulation or law.
- Remote Work: Department may request that PGS permit its Assigned Individuals to provide services remotely (i.e., from a location other than the Department's offices) using the Department's or PGS's laptop and/or other computer or telecommunications equipment (the "Equipment"). Department acknowledges and agrees that PGS shall have no control over, and Department 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, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, Department 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). Department 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.
- 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)

Contractor Initials:             
Date: 4/23/21

## EXHIBIT B Continued

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 perform a search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty. STATE understands and agrees that the third-party vendor's database of U.S. national criminal records (i) is maintained by the third-party vendor and not a governmental entity, (ii) is an incomplete aggregation of criminal records, and (iii) will not reveal or identify all criminal convictions. If STATE requests a copy of the results of any checks conducted on PGS's Support Staff, STATE agrees to keep such results strictly confidential to the extent permitted by applicable law, including but not limited to RSA 91-A, and to use such results in accordance with applicable laws and solely for employment purposes.

- **Timekeeping and Acceptance:** PGS's timekeeping system (iCost) shall be the system of record for all billing and invoicing. PGS will provide reporting on a weekly basis for Department review and approval of hours worked. Department has five business days to reject any hours identified in the report, or portions thereof. Unless Department rejects hours within that period, the hours in the report and the services related thereto are deemed automatically approved by Department and in compliance with the performance standards of any statement of work.
- **Use of PGS Affiliates:** PGS may utilize personnel from its parent company Robert Hoff Government, Inc. in the performance of services hereunder and such an arrangement shall not be deemed a subcontractor relationship.
- **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, Department 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 Department's patients. This list of prohibitions is not exhaustive. Department 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.

Contractor Initials:             
Date: 4/23/21

#### EXHIBIT B Continued

- Department 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, Department 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 Department's responsibility to provide appropriate direction, guidance or oversight to PGS's professionals for satisfactory performance on the Department's Scope of Services.
- Limitation of Liability. Circumstances may arise where, because of a default on PGS's part or other liability, Department is entitled to recover damages from PGS. Regardless of the basis on which Department 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 Department that is the subject of the claim.
- 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.
- 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
- 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 Department provided or maintained information technology systems, tools, networks, servers, software, hardware, computers, databases, telephones, etc.
- Technology Assumptions:  
The Department will provide the Assigned individual(s) with appropriate technology to fulfill their responsibility.

Contractor Initials             
Date

## EXHIBIT B Continued

### Obligations of the Department:

- Be solely responsible for data security and privacy of Department'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.
- 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 Department's, unless otherwise instructed by the Department.
- Establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation of a claimant related to any application.

Contractor Initials             
Date

**EXHIBIT C  
Method of Payment**

**Budget**

Through September 30, 2023	Rate Per-Hour	Total Cost Not to Exceed
Administration of CARES Act Funds	\$63-80	\$673,000

**Description of Services:**

Administers COVID Emergency Relief packages, including the Elementary and Secondary School Emergency Relief Fund (ESSER I and ESSER II), Emergency Assistance to Non-public Schools (EANS), and the Governor's Emergency Education Relief Fund (GEER I and GEER II) as part of the CARES Act and Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSA Act)

**Limitation on Price:** This contract will not exceed \$673,000

Pricing Assumptions shall include, but are not limited to the following:

- Contractor is not providing a certification of cost or pricing information.
- Any overtime must be requested or approved in writing from State (e-mail is acceptable) but will not be included in Contractor's proposal. Overtime will be calculated at 1.5 times the bill rate; and,
- All Contractor staff are assumed to provide 40 hours per week.

**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; (iii) Client will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) Client shall be responsible for all charges (including charges in excess of the Not-to-Exceed Amount) in the event Client fails to notify Contractor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

**Source of Funding:** Funds to support this request are available in FY21, FY22, and FY 23 in the following accounts: Cares Act #3 Education Fund, Cares Act #3 Governor Ed Fund, ESSER II- CRRSA ACT 2021, GEER II-CRRSA ACT 2021, EANS-CRRSA ACT 2021, with authority to adjust encumbrances amongst fiscal years within the price limitation through the budget office, without further Governor approval if needed and justified.

Contractor initials             
Date

**EXHIBIT C Continued**

	FY21	FY22	FY23	Total
06-56-56-562010-19130000-102-500731 Contracts for Program Services	\$16,000	\$24,000	\$24,000	\$64,000
06-56-56-562010-19120000-102-500731 Contracts for Program Services	\$2,000	\$20,000	\$20,000	\$42,000
06-56-56-562010-19580000-102-500731 Contracts for Program Services	\$5,000	\$238,747	\$238,747	\$482,494
06-56-56-562010-19590000-102-500731 Contracts for Program Services	\$3,000	\$21,253	\$21,253	\$45,506
06-56-56-562010-19700000-102-500731 Contracts for Program Services	\$1,000	\$19,000	\$19,000	\$39,000
<b>Total</b>	<b>\$27,000</b>	<b>\$323,000</b>	<b>\$323,000</b>	<b>\$673,000</b>

**Method of Payment**

Payment will be made on the basis of invoices that are received by the Department which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made. Invoices and reports shall be submitted to:

Katie Murphy  
Susan.K.Murphy@DOE.nh.gov  
NH Department of Education  
101 Pleasant Street  
Concord, NH 03301

Contractor Initials             
Date

## 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 contractor violates 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.

Contractor Initials             
Date 4/27/21

**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.

Contractor Initials:             
Date: 4/2/21

Exhibit P

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 (<http://www.whitehouse.gov/omb/grants/dflln.pdf>).
- 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.

Contractor Initials MS  
Date 4/22/11

## 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.

Contractor initials:             
Date: 4/2/11

**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: 0005357284



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2021.

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

William M. Gardner  
Secretary of State

Certificate of Attestation #

(Corporation, Non-Profit Corporation)

**Corporate Secretary Attestation**

I, Grace Mullen, hereby certify that I am duly appointed Secretary of  
(Name)  
Protiviti Government Services, Inc. I hereby certify that John Owen, Managing Vice  
President, is duly authorized to executed contracts on behalf of Protiviti Government  
Services Inc and its staffing division Robert Half Government and may bind the company  
thereby.

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 he has full authority to bind the corporation.

DATED: 9/22/21

ATTEST: [Signature]  
(Name & Title)  
DARRICK S. MURPHY  
CORP. SECRETARY



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. License #0728293 505 N. Brand Boulevard, Suite 900 Glendale CA 91203	<b>CONTACT NAME</b> Robert Matt Capriccioso <b>PHONE</b> Tel: 818-538-1463 Fax: 818-639-1901 <b>EMAIL</b> robertmatt.capriccioso@agac.com
<b>INSURED</b> Provid Government Services, Inc. 1640 King Street Suite 400 Alexandria, VA 22314	<b>NONRENEWAL</b> RENEWAL A: Federal Insurance Company 20201 RENEWAL B: XL Insurance America, Inc. 24664 RENEWAL C: Underwriters of Lloyd's London 16772 RENEWAL D: See Attached Supplemental RENEWAL E:

COVERAGES      CERTIFICATE NUMBER: 1036716781      REVISION NUMBER:

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

CLASS	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY PERIOD	UNITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000,000 <input checked="" type="checkbox"/> IN CA, WA, NY, SD GEN'L AGGREGATE LIMIT APPLIED FOR: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER-SUBJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	[REDACTED]	8/1/2020 - 8/1/2021	EACH OCCURRENCE \$2,000,000 PRODUCTS TO LIMITED PRODUCTS (EXCLUDED) \$2,000,000 MED EXP (per ins policy) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - CONTOF AGG \$2,000,000 Employer Liability \$1,000,000 COMBINED SINGLE LIMIT \$1,000,000 SOLELY INJURY (Per person) \$ SOLELY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Car/Dev \$1,000,000/1,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		[REDACTED]	8/1/2020 - 8/1/2021	SOLELY INJURY (Per person) \$ SOLELY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Car/Dev \$1,000,000/1,000
A	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> RETROGRADE		[REDACTED]	8/1/2020 - 8/1/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROVISIONS PERTAINING TO EXCLUSIVE OF PROVISIONS EXCLUDED? (See policy for details) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	N/A	[REDACTED]	8/1/2020 - 8/1/2021	<input checked="" type="checkbox"/> PERMANENT AND PAIN <input type="checkbox"/> PERMANENT AND PAIN EA. EACH ACCIDENT \$1,000,000 EA. DISEASE - EA. EMPLOYEE \$1,000,000 EA. DISEASE - POLICY LIMIT \$1,000,000
C	<input checked="" type="checkbox"/> Commercial Professional Liability <input type="checkbox"/> Personal Property of TIS		[REDACTED]	3/31/2021 - 3/31/2022 3/31/2021 - 3/31/2022 8/1/2020 - 8/1/2021	Each Limit \$2,000,000 Per Occurrence Property Limit \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached Form 1000 is required)  
Certificate Holder is deemed Additional Insured on the above referenced General Liability policy where required by written contract for liability arising out of the Named Insured's acts or omissions. Please refer to attached General Liability form for scope of Additional Insured status.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Education 101 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Ray Campbell</i>
---	---