



Frank Edelbiut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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January 5, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a **sole source** contract with Protiviti Government Services, Inc. (VC#343717), Alexandria, VA in the amount of \$220,000 to assist the Department of Education in administering the Federal Charter School Startup Grant, School Building Aid Grant, and other grants administered by the Division of Education Analytics and Resources effective upon Governor and Council approval through June 30, 2024. 32% Federal Funds, 23% Education Trust Funds, 45% General Funds.

Funds to support this request are available in the accounts titled Education Analytics & Resources, School Security Funding, Charter Schools, Education Trust Fund Administration, and Educational Opportunities in FY23 and are anticipated to be available in the accounts titled School Security Funding and Charter Schools in FY24 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	FY23	FY24	Total
06-56-56-567010-30410000-102-500731 Contracts for Prog Services	\$75,000	\$0	\$75,000
06-56-56-567010-26610000-102-500731 Contracts for Prog Services	\$10,000	\$10,000	\$20,000
06-56-56-567010-24500000-102-500731 Contracts for Prog Services	\$25,000	\$25,000	\$50,000
06-56-56-567040-21960000-102-500731 Contracts for Prog Services	\$50,000	\$0	\$50,000
06-56-56-567010-30460000-102-500731 Contracts for Prog Services	\$25,000	\$0	\$25,000
Total	\$185,000	\$35,000	\$220,000

EXPLANATION

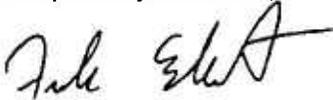
This request is a **sole source** contract because the New Hampshire Department of Education (NHED) has continued to experience recruitment challenges relative to vacant full-time positions. The NHED seeks to leverage an opportunity to address the need for staff through Protiviti Government Services, Inc. (PGS), a consulting firm that provides state and federal agencies with tailored, qualified contract staff that are immediately available.

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

In the past, the NHED and other state agencies have utilized PGS for staffing needs during the administration of similar time-sensitive grants, such as the Coronavirus Response and Relief Supplemental Appropriations Act, 2021. Federal entities such as the Department of Defense, Department of Health and Human Services, and the Department of Justice are all part of the customer base of PGS.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

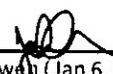
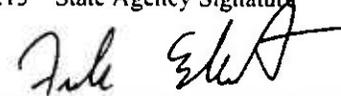
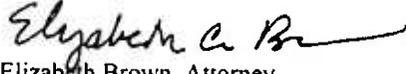
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Protiviti Government Services, Inc.		1.4 Contractor Address 1640 King Street Suite 400 Alexandria, VA 22314	
1.5 Contractor Phone Number 603-391-3060	1.6 Account Number See Exhibit C	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$220,000
1.9 Contracting Officer for State Agency Caitlin Davis, Director Division of Education Analytics and Resources		1.10 State Agency Telephone Number 603-271-3427	
1.11 Contractor Signature  Date: 01/06/23 John Owen (Jan 6, 2023 08:51 EST)		1.12 Name and Title of Contractor Signatory John Owen, Managing Vice President	
1.13 State Agency Signature  Date: 1/19/2023		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 1/19/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the

performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials

EXHIBIT A
Special Provisions

Additional Exhibits D-G

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

Section 6.3 is hereby revised to read:

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

Section 7.2 is hereby revised to read:

Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not knowingly hire, and shall not knowingly permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Section 7.3 is hereby revised to read:

The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State. Nothing in this section removes the authority of the courts of New Hampshire to resolve any dispute involving contract interpretation.

Section 9.1 is hereby revised to read:

Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by 48 hours written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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 of Education authorizes Contractor to utilize employees and contractors of its parent corporation Robert Half, Inc. to perform Services.

Federal Certification 2 CFR 200.415

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

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent

EXHIBIT A
Special Provisions Continued

information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Confidential Information

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

Supervision

The New Hampshire Department of Education (NHED) agrees it is responsible for supervising the individuals supporting the work (Assigned Individuals). The NHED will not knowingly permit or require an Assigned Individual (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including Securities and Exchange Commission (SEC) documents); (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to operate machinery (other than office machines) or automotive equipment; (vii) to use computers, software or network equipment owned or licensed by the Assigned Individual; (viii) engage in any activity that is regulated by US export controls (e.g., International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR)) without the proper governmental approvals or (ix) engage in any activity that violates the National Industrial Security Program Operating Manual (NISPOM) or other applicable US government security regulation or law.

Timekeeping and Acceptance

Protiviti Government Services, Inc.'s (PGS) timekeeping system (TCast) shall be the system of record for all billing and invoicing. PGS will provide reporting on a weekly basis for the NHED review and approval of hours worked. The NHED has five business days to reject any hours identified in the report, or portions thereof. Unless the NHED rejects hours within that period, the hours in the report and the services related thereto are deemed automatically approved by the NHED and in compliance with the performance standards of any statement of work.

Remote Work

The NHED may request that PGS permit its Assigned Individuals to provide services remotely (i.e., from a location other than the NHED's offices) using the NHED's or PGS's laptop and/or other computer or telecommunications equipment (the "Equipment"). The NHED acknowledges and agrees that PGS shall have no control over, and the NHED shall be solely responsible for: (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and email accounts (collectively, "Computer Systems") used by the Assigned Individual; (ii) the security, integrity and backing up of the data and other information stored therein or transmitted thereby. Moreover, the NHED and PGS will instruct Assigned Individuals not to save or store any of its files or other data on the Computer Systems provided by PGS (including, but not limited to, any virtual desktop infrastructure solution). The NHED agrees that PGS shall not be liable for any loss,

EXHIBIT A
Special Provisions Continued

damage, expense, harm, business interruption, or inconvenience resulting from the use of such Computer Systems.

Medical Illness

PGS does not place professionals on assignment for positions as licensed medical or clinical professionals, physicians, health care providers, nurses, nurse practitioners, or health care advocates. None of the personnel PGS places are qualified to perform any clinical duties or duties requiring medical training or licensure. Accordingly, the NHED agrees not to, under any circumstances, require or knowingly permit any PGS professional to provide direct patient care (including, but not limited to, administering vaccinations to patients by injection or otherwise); offer medical treatment, advice or diagnoses; dispense pharmaceuticals; handle patient test results, specimens, or byproducts; or engage in any direct contact or communication related to the above matters with the NHED's patients. This list of prohibitions is not exhaustive. The NHED accepts all liability for claims, costs, expenses, damages, liabilities, losses or judgments arising out of the violation of the foregoing and will indemnify PGS (and its employees, officers, directors and shareholders), from any and all liability.

Safe Working Conditions

The NHED has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to its business; and (ii) ensuring that safety plans exist for, and safety-related training is provided to, PGS professionals. Safe working conditions shall include, but not be limited to, the NHED supplying such professionals, prior to each shift, with Personal Protective Equipment consistent with Occupational Safety and Health Administration requirements for "high exposure risk" positions. PGS's professionals are only authorized to perform work within the Scope of Services. It is the NHED's responsibility to provide appropriate direction, guidance or oversight to PGS's professionals for satisfactory performance on the NHED's Scope of Services.

Limitation of Liability

Circumstances may arise where, because of a default on PGS's part or other liability, the NHED is entitled to recover damages from PGS. Regardless of the basis on which the NHED is entitled to claim damages from PGS (including breach, negligence, misrepresentation, or other contract or tort claim), PGS's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to PGS for the NHED that is the subject of the claim.

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.

Warranties

Notwithstanding anything to the contrary contained in this statement of work, PGS makes no warranties, expressed 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 merchant ability, 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 the NHED provided or maintained information technology systems, tools, networks, servers, software, hardware, computers, databases, telephones, etc.

EXHIBIT A
Special Provisions Continued

Technology Assumptions

The NHED will provide the Assigned Individual(s) with appropriate technology to fulfill their responsibility.

Information Technology Systems

The NHED will be solely responsible for data security and privacy of the NHED's information technology systems, networks, servers, email systems, software, tools, hardware, and applications (collectively the "IT Systems") and any information collected, created, maintained, or used by Assigned Individuals accessing the IT Systems while providing the Services. Assigned Individuals will not knowingly disclose or permit to be disclosed confidential information that they may access in the course of their work.

The NHED will 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 ability to print, download or save data or information, including PII, on any device, network, or server other than the NHED's, unless otherwise instructed by the NHED.

Fraud

The NHED will establish and maintain controls to identify, detect and address actual or suspected fraud or misrepresentation of a claimant related to any application.

Background Checks

To the extent permitted by applicable law, PGS will have a third party vendor perform (1) a Social Security Number verification; (2) a seven-year criminal background investigation for the Support Staff for (i) all state and Federal felony convictions and pending felony charges; and (ii) state and Federal misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county (and corresponding Federal court districts) where the assigned individual has resided or worked within the U.S. in the last seven years as stated on his or her application with PGS; (3) a statewide seven-year criminal background investigation of Support Staff (except AK, AR, CA, DE, DC, ID, LA, MA, NH, NM, OH, WV, WY) for (i) state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence. However, where such statewide criminal database check is either impracticable, unavailable or would result in a delay of assignment (as determined by our third-party vendor), the third party vendor will perform a seven-year criminal background investigation for all (i) state felony convictions and pending felony charges; and (ii) state misdemeanor convictions and pending misdemeanor charges involving crimes of dishonesty or violence, in each case, in each county where Support Staff has resided or worked in the U.S. in the last seven years as stated on his or her application; and (4) a seven-year criminal background investigation by having the third party search of its private database of U.S. national criminal records searching for felony convictions and misdemeanor convictions for crimes of dishonesty.

Not to Exceed Pricing

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

EXHIBIT B
Scope of Services

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

Assist the NHED in administering various grants including the Federal Charter School Startup Grant, School Building Aid Grant, and other grants identified by the Department.

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

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

EXHIBIT C
Method of Payment

Budget:

Through June 30, 2024	Rate	Total Cost
Administration of Education Grants	As negotiated	\$220,000

Limitation on Price: In no case shall the total budget exceed the price limitation of \$220,000.

Funding Source: Funds to support this request are available in the accounts titled Education Analytics & Resources, School Security Funding, Charter Schools, Education Trust Fund Administration, and Educational Opportunities in FY23 and are anticipated to be available in the accounts titled School Security Funding and Charter Schools in FY24 upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

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06-56-56-567010-30460000-102-500731 Contracts for Prog Services	\$25,000	\$0	\$25,000
Total	\$185,000	\$35,000	\$220,000

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

DEAR@doe.nh.gov

EXHIBIT D
Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

Procurement of Recovered Materials

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

EXHIBIT E
Federal Debarment and Suspension

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

EXHIBIT F
Anti-Lobbying

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

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. 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 NHED 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 NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, 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 NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED 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 NHED 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 NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED 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 NHED.

Certificate of Attestation
Protiviti Government Services, Inc

I, Patrick Murphy, hereby certify that I am a duly appointed representative of
(Name of Clerk of Corporation)
Protiviti Government Services, Inc. I hereby certify that John Owen is
(Name of Corporation) (Name of Contract Signatory)
duly authorized to execute contracts on behalf of Protiviti Government Services, Inc., and may bind
(Name of Corporation)
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.

Dated: 01/05/23
(mm/dd/yy)

Attest: Patrick Murphy Corporate Secretary
Patrick Murphy (Jan 5, 2023 17:10 EST)
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

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

2022-2023 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc./Protiviti Inc./Protiviti Government Services, Inc.					
██████████	AOS: AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WV, WY	6/1/2022	6/1/2023	Safety National Casualty Corp	██████████
██████████	WI	6/1/2022	6/1/2023	Safety National Casualty Corp	██████████

COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured Robert Half International, Inc
Policy Number 7323-32-17
Policy Effective June 1, 2022 – June 1, 2023; 12:01am Standard Time
Form Number 16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

Liability Insurance

Endorsement

Policy Period JUNE 1, 2022 TO JUNE 1, 2023
Effective Date JUNE 1, 2022
Policy Number 3579-66-87 SFO
Insured ROBERT HALF INTERNATIONAL, INC
Name of Company FEDERAL INSURANCE COMPANY
Date Issued JUNE 1, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative

