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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

110

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

March 7, 2023

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to amend an existing **sole source** contract with Awato, LLC (VC#312756) Manchester, NH, by decreasing the price limitation by $2,000,000 from $2,500,000 to $500,000, effective upon Governor & Council approval, through September 30, 2024. The original contract was approved by Governor & Council on December 21, 2021, item # 99, amended and approved by Governor and Council on both September 21, 2022 (Item #107) and December 21, 2022 (Item #5H), 100% Federal Funds.

Funds to support this request are available in the account title ESSER II-CRRSA Act for FY23 and are anticipated to be available in the account titled ESSER III-ARP Act for FY24 and FY25 upon the approval and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified.

	06-56-56-562010-19580000-102-500731	06-56-56-562010-24370000-102-500731	Total
FY22 Original	$500,000.00		$500,000.00
FY22 Change	($250,000.00)		($250,000.00)
FY22 Adjusted	$250,000.00		$250,000.00
FY23 Original	$1,000,000.00		$1,000,000.00
FY23 Change	($1,000,000.00)		($1,000,000.00)
FY23 Adjusted	$0.00		$0.00
FY24 Original		$1,000,000.00	$1,000,000.00
FY24 Change		($770,000.00)	($770,000.00)
FY24 Adjusted		$230,000.00	$230,000.00
FY25 Original		$0.00	$0.00
FY25 Change		$20,000.00	$20,000.00
FY25 Adjusted		$20,000.00	$20,000.00
Total	$250,000.00	$250,000.00	$500,000.00

EXPLANATION

The New Hampshire Department of Education entered into a **sole source** contract with Awato LLC, to administer and market a wage match program for New Hampshire employers to create paid internships for high school credit. We are requesting a decrease in the price limitation to appropriately reflect the anticipated amount of funds needed to continue to successfully support Work! As Learning. This program intends to engage learners in gaining valuable work experience before they graduate from high school. Employers will receive a reimbursement for 50% of wages paid ($7.50 per hour match) for up to 480 hours.

Currently, Work! As Learning is serving approximately 64 students and has an employer database of 256 businesses. Work! As Learning in its infancy aimed to serve 150 students by the end of FY 22, 400 students by the end of FY 23, and 450 students by the end of FY24, for a total of 1000 students served over time. Since student numbers are lower than anticipated, including number of students enrolled and hours worked; a decrease in budget is recommended to accurately reflect the real-time use of reimbursement funds and learner participation in Work! As Learning. The budget change would be about an 80% decrease in funds. Where approximately 10% of the targeted goal of 600 students enrolled in Work! As Learning by FY23 is currently being met, this is a generous budget that would allow for programmatic growth through upcoming marketing campaigns.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Career Development, hereinafter "the Agency," and Awato, LLC, Manchester, NH, hereinafter "the Contractor", (Vendor Code 312756) and pursuant to an agreement between the parties that was approved by Governor and Council on December 22, 2021 (Item #99), amended and approved by Governor and Council on both September 21, 2022 (Item #107) and December 21, 2022 (Item #5H), hereby agree to modify same as follows:

1. Amend Exhibit C, 'Limitation on Price' by reducing the amount by $2,000,000 from the original total of $2,500,000 to $500,000.

2. Amend Exhibit C, 'Source of Funding' by removing the existing statement and replacing it with:
Source of Funding: Funds to support this request are available in the account title ESSER II-CRRSA Act for FY23 and are anticipated to be available in the account titled ESSER III-ARP Act for FY24 and FY25 upon the approval and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between Fiscal Years through the Budget Office if needed and justified.

3. Amend Exhibit C, 'Source of Funding' by removing the existing table and replacing it with:

	06-56-56-562010-19580000-102-500731	06-56-56-562010-24370000-102-500731	Total
FY22 Original	$500,000.00		$500,000.00
FY22 Change	($250,000.00)		($250,000.00)
FY22 Adjusted	$250,000.00		$250,000.00
FY23 Original	$1,000,000.00		$1,000,000.00
FY23 Change	($1,000,000.00)		($1,000,000.00)
FY23 Adjusted	$0.00		$0.00
FY24 Original		$1,000,000.00	$1,000,000.00
FY24 Change		($770,000.00)	($770,000.00)
FY24 Adjusted		$230,000.00	$230,000.00
FY25 Original		$0.00	$0.00
FY25 Change		$20,000.00	$20,000.00
FY25 Adjusted		$20,000.00	$20,000.00
Total	$250,000.00	$250,000.00	$500,000.00

4. Amend section 1.8 of form P-37 by decreasing the price limitation by $2,000,000 from $2,500,000 to $500,000.

5. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

6. 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
Bureau of Career Development

Division of Commissioner's Office

By: _____ 3/20/2023
Frank Edelblut, Commissioner of Education Date

AWATO, LLC_____

By: _____ March 14, 2023
Jeff Harris, President & Co-Founder Date

Approved as to form, substance, and execution by the Attorney General this 20 day of March, 2023.

_____
Elizabeth Brown, Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AWATO, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2015. 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: **735000**

Certificate Number: **0006149096**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of March A.D. 2023.

David M. Scanlan

Secretary of State

Business Information

Business Details

Business Name:	AWATO, LLC	Business ID:	735000
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Manager Managed		
Business Creation Date:	11/18/2015	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	11/18/2015		
Principal Office Address:	190 Old Wilton Rd, New Ipswich, NH, 03071, USA	Mailing Address:	190 Old Wilton Rd, New Ipswich, NH, 03071, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2023
		Next Report Year:	2024
Duration:	Perpetual		
Business Email:	tyler@awato.org	Phone #:	603-769-0563
Notification Email:	Tyler@awato.org	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / career development services	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Matthew Guruge / Manager	190 Old Wilton Rd, New Ipswich, NH, 03071, USA
Tyler Curtis Hurst / Manager	190 Old Wilton Road, New Ipswich, NH, 03071, USA

Page 1 of 1, records 1 to 2 of 2

Corporate Resolution

I, Tyler C. Hurst, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Awato, LLC. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 9th, 2023,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jeff Harris (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Awato, LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote 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 from the date of this Corporate Resolution. 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: March 9th, 2023 **ATTEST:** Tyler C. Hurst, Clerk/Secretary/Officer
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2023

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 be endorsed. If SUBROGATIONIS 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).

PRODUCER
BIN INSURANCE HOLDINGS LLC/PHS
46505301
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — **NAIC#**

INSURED
AWATO LLC
25 SUNDIAL AVE ste 204
MANCHESTER NH 03103-7244

INSURER A :	Hartford Underwriters Insurance Company	30104
INSURER B :	Hartford Fire and Its P&C Affiliates	00914
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	02/06/2023	02/06/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED RETENTION $ 10,000			[redacted]	02/06/2023	02/06/2024	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		[redacted]	02/06/2023	02/06/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liability Insurance			[redacted]	02/06/2023	02/06/2024	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
NH Dept of Education
25 HALL ST
CONCORD NH 03301

CANCELLATION
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
Susan L. Castaneda

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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

November 18, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to amend an existing **sole source** contract with Awato, LLC (VC#312756) Manchester, New Hampshire, to allow Promotional Funds to be used more aggressively to provide administrative and marketing services for the wage-match program, with no change to price limitation or the contract completion date, effective upon Governor & Council approval, through September 30, 2024. The original contract was approved by Governor & Council on December 21, 2021, (item # 99), and amended on September 21, 2022 (Item # 107). 100% Federal Funds.

EXPLANATION

This amendment is **sole source** because the original agreement was also sole source. The New Hampshire Department of Education has contracted with Awato, LLC, to administer and market a wage-match program for New Hampshire employers to create paid work-based learning opportunities for high school students to gain academic credit. The Department requests this amendment to allow the Promotional Funds to be used more aggressively as needed and appropriate. This will allow for more marketing material to be developed for the program in an effort to engage parents, educators, and employers. This program intends to support 1,000 learners over 2.5 years in gaining valuable work experience before they graduate from high school. Employers will receive a reimbursement for 50% of wages paid ($7.50 per hour match) for up to 480 hours of work.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Bureau of Career Development, hereinafter "the Agency," and Awato, LLC, Manchester, NH, hereinafter "the Contractor" and pursuant to an agreement between the parties that was approved by Governor and Council on December 22, 2021 (Item #99) and amended on September 21, 2022 (Item # 107) hereby agree to modify same as follows:

1. Amend Exhibit C, Method of Payment relative to Program Promotion to read, "AWATO may withdraw Program Funds as needed for Program Promotion, as defined in Exhibit B, not to exceed $100,000 cumulatively over the duration of the Program and with NHED approval of the proposed Program Promotion"

2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

3. 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: _____ 12/08/2022
Frank Edelblut, Commissioner of Education Date

AWATO, LLC

By: _____ Nov 17, 2022
Jeff Harris, President and Co-Founder Date

Approved as to form, substance, and execution by the Attorney General this 8th day of December, 2022.

_____
Elizabeth Brown, Division of Attorney General's Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

Corporate Resolution

I, Tyler Hurst, hereby certify that I am duly elected Clerk/Secretary/Officer of Awato LLC. I hereby certify the following is a true copy of a vote taken at

a meeting of the Board of Directors/shareholders, duly called and held on November 8, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Jeff Harris (may list more than one person) is

duly authorized to enter into contracts or agreements on behalf of

Awato LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote 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: November 17, 2022

ATTEST: Tyler Hurst
Tyler C. Hurst Clerk/Secretary/Officer
(Name
&
Title)
(Name

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AWATO, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2015. 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: **735000**

Certificate Number: **0005839997**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of August A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2022

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 be endorsed. If SUBROGATIONIS 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).

PRODUCER
BIN INSURANCE HOLDINGS LLC/PHS
46505301
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A	Hartford Underwriters Insurance Company	30104
INSURER B	Hartford Fire and Its P&C Affiliates	00914
INSURER C		
INSURER D :		
INSURER E		
INSURER F		

INSURED
AWATO LLC
25 SUNDIAL AVE ste 204
MANCHESTER NH 03103-7244

COVERAGES **CERTIFICATE NUMBER:** **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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIAB LITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		[redacted]	02/06/2022	02/06/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMB NED S NGLE L MIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLA MS-MADE [ ] DED RETENTION $ 10,000			[redacted]	02/06/2022	02/06/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPR ETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		[redacted]	02/06/2022	02/06/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY L MIT	$500,000
A	Employment Practices Liability Insurance			[redacted]	02/06/2022	02/06/2023	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER
New Hampshire Education Department
25 HALL ST
CONCORD NH 03301

CANCELLATION
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
Susan L. Castaneda

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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

August 31, 2022

Sole Source

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development, to amend an existing contract with Awato, LLC (VC#312756) Manchester, New Hampshire, by amending the definition of Qualified Employer with no change to price limitation or the contract completion date, effective upon Governor & Council approval, through September 30, 2024. The original contract was approved by Governor & Council on December 21, 2021, item # 99. 100% Federal Funds.

EXPLANATION

The New Hampshire Department of Education has contracted with Awato, LLC, to administer and market a wage match program for New Hampshire employers to create paid work-based learning opportunities for credit. We are requesting an amendment to expand the definition of Qualified Employer to include New Hampshire government entities and municipalities, in addition to the original definition that included all entities and businesses registered with the New Hampshire Secretary of State's office. This expansion would create more opportunities for learners to engage in work-based learning in their local communities and provide access to more options. This program intends to support 1,000 learners over 2.5 years in gaining valuable work experience before they graduate from high school. Employers will receive a reimbursement for 50% of wages paid ($7.50 per hour match) for up to 480 hours.

In the event that 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, Bureau of Career Development, hereinafter "the Agency," and Awato, LLC, Manchester, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on December 22, 2021 (Item #99) hereby agree to modify same as follows:

1. Amend Exhibit B, the definition of Qualified Employer, to read, "An entity or organization registered with the New Hampshire Secretary of State's office to do business in New Hampshire and all New Hampshire government entities and municipalities".

2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and

3. 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
Bureau of Career Development

Division of Commissioner's Office

By: _____ 9/6/2022
Frank Edelblut, Commissioner of Education — Date

Awato, LLC
Name of Corporation (Contractor)

By: _____
Signature, Title Managing Director Date 9/2/22

Approved as to form, substance and execution by the Attorney General this 6 day of September, 2022.

_____
Division of Attorney General Office

Approved by the Governor and Council this _____ day of _____, 20__

By: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that AWATO, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2015. 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: 735000

Certificate Number: 0005839997

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of August A.D. 2022.

David M. Scanlan
Secretary of State

Certificate of Authority

I, Tyler C. Hurst, hereby certify that I am duly elected Clerk of Awato LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on the 18th of August, 2022 at which a quorum of the members were present and voting.

> **VOTED:** That Matthew Guruge a Manger of Awato is duly authorized to enter into contracts or agreements on behalf of Awato LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote 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 was effect on 18th of August, 2022 and **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position 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: 18th of August, 2022

ATTEST:

Signature:

Name: Tyler C. Hurst

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2022

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 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).

PRODUCER
BIN INSURANCE HOLDINGS LLC/PHS
46505301
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	Hartford Underwriters Insurance Company	30104
INSURER B:	Hartford Fire and Its P&C Affiliates	00914
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
AWATO LLC
25 SUNDIAL AVE ste 204
MANCHESTER NH 03103-7244

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		[redacted]	02/06/2022	02/06/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB EXCESS LIAB [X] OCCUR CLAIMS-MADE DED RETENTION $ 10,000			[redacted]	02/06/2022	02/06/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		[redacted]	02/06/2022	02/06/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liability Insurance			[redacted]	02/06/2022	02/06/2023	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

CERTIFICATE HOLDER
New Hampshire Education Department
25 HALL ST
CONCORD NH 03301

CANCELLATION
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
Susan L. Castaneda

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99 MLC

Frank Edelblut
Commissioner

Christine M. 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
Citizens Services Line 1-800-339-9900

December 8, 2021

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Career Development to enter into a **sole source** contract with Awato, LLC Manchester, New Hampshire, (VC#312756), in the amount not to exceed $2,500,000 to provide administrative and marketing services for a wage-match program, reimbursing employers up to 50% of a student's qualifying wages in a paid work-based learning opportunity, with the objective of leading to academic credit, effective upon Governor & Council approval through September 30, 2024. 100% Federal Funds.

Funds to support this request are available in the account titled ESSER II-CRRSA Act for FY22 and FY23 and anticipated to be available in account titled ESSER III-ARP Act for FY24 upon the approval and continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years through the Budget Office without further Governor & Council approval if needed and justified.

	FY22	FY23	FY24
06-56-56-562010-19580000-102-500731 Contract for program services	$500,000	$1,000,000	$0.00
06-56-56-562010-24370000-102-500731 Contract for program services	$0.00	$0.00	$1,000,000

EXPLANATION

The New Hampshire Department of Education is requesting a **sole source** contract with Awato, LLC's due to their prior engagement with the department through the creation of the work-based learning database. AWATO is also the vendor for the Department of Education's **AWATO Career Exploration System**, the New Hampshire high school career exploration system, available to all New Hampshire students used to map career pathways, including mapping work-based learning opportunities. The New Hampshire Department of Education will create a wage match program for New Hampshire employers to create paid work based learning opportunities for academic credit. This program intends to support 1,000 learners over 2.5 years in gaining valuable work experience before they graduate from high school. Employers will receive a reimbursement for 50% of wages paid ($7.50 per hour match) for up to 480 hours.

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

Respectfully Submitted,

Frank Edelblut
Commissioner of Education

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

Denis Goulet
Commissioner

December 1, 2021

Frank Edelblut, Commissioner
Department of Education
State of New Hampshire
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Awato LLC, Manchester, New Hampshire, as described below and referenced as DoIT No. 2022-084.

The DOE will create a wage match program for New Hampshire employers to create paid work based learning opportunities for academic credit. This program intends to support 1000 learners over 2.5 years in gaining valuable work experience before they graduate from high school. Awato LLC, the provider of the state's career and work based learning software program, will recruit the employers, administer and market the program.

The Price Limitation is not exceed $2,500,000 and the contract shall be effective upon Governor and Council approval through September 30, 2024.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2022-084

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education, Division of Learner Support, Bureau of Career Development		1.2 State Agency Address 21 South Fruit Street, Suite 20 Concord, NH 03301	
1.3 Contractor Name Awato, LLC		1.4 Contractor Address 25 Sundial Avenue Suite #204W Manchester, NH 03103	
1.5 Contractor Phone Number (603).502-1601	1.6 Account Number See Exhibit C	1.7 Completion Date 9/30/2024	1.8 Price Limitation $2,500,000
1.9 Contracting Officer for State Agency Nicole Levesque, Program Specialist IV		1.10 State Agency Telephone Number 603-271-3397	
1.11 Contractor Signature Matthew Guruge Date: 11/23/21		1.12 Name and Title of Contractor Signatory Matthew Guruge, CEO, Co-founder	
1.13 State Agency Signature Date: 12/09/2021		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: Christopher Bond, Attorney On: 12/09/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MG
Date 11/23/21

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.

Contractor Initials MG

Date 12/13/23

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 Initials _ MG _

Date 12/23/23

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials MG

Date 22/25/22

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

EXHIBIT B
Scope of Services

Work Based Learning Program

Awato, LLC ("Awato") will provide services in support of the New Hampshire Department of Education's **Work! As Learning** Program ("Program"). This program will match employer wages for New Hampshire high school students working for qualified New Hampshire employers in approved employment opportunities, pursuant to the terms and definitions below:

- **Qualified Employer**: An entity or organization registered with the New Hampshire Secretary of State's office to do business in New Hampshire.
- **Approved Employment Opportunity:** A student placement with a Qualified Employer that has been approved by the New Hampshire Department of Labor, as required, including hazard occupations, where needed.
- **Wage-Match**: Student employment wages paid to Eligible Students for placement in Approved Employment Opportunities are eligible for match up to 50% up to $7.50 per hour. Wage-Match eligibility may be used at more than one Qualified Employer.
- **Student Eligible Work Hours:** The total cumulative number of work hours for an individual Eligible Student over the life of the Program, not to exceed 480 hours.
- **Eligible Students**: Any New Hampshire resident student eligible to attend a New Hampshire public school. That includes students who may be participating in educational programs, including New Hampshire traditional and public charter schools, non-public schools, Home Education programs and Education Freedom Account Students.
- **Program Opportunity:** A Program Opportunity includes all Approved Employment Opportunity with a Qualified Employer by an Eligible Student within the parameters of the Wage-Match and Student Eligible Work Hours.
- **AWATO Career Exploration System:** The New Hampshire high school career exploration system, available to all Eligible Students, also known as simply "AWATO."

Administration

AWATO shall be responsible for:

- Sourcing Program Opportunities with qualified New Hampshire employers.
- Working with the New Hampshire Department of Labor to qualify, as needed, any such work-site for Program Opportunities as Approved Employment Opportunities.
- Loading Program Opportunities into AWATO Career Exploration System, so they are accessible to students and families.

- Supporting students and families to seeking access the Program Opportunities in AWATO by granting system access, where needed, and helping students navigate to Program Opportunities.
- Working with Eligible Students and their families to obtain, where required, DOL-approved Work Based Learning Permission Form, health and auto insurance forms, as required, for access to the Program Opportunities.
- Working with Eligible Students and their families to demonstrate that, through the Approved Employment Opportunity, the student has to opportunity to meet academic competencies and, where mastery of those competencies has been demonstrated to the Qualified Employer, working with the student to obtain academic credit.
- Providing on-going support to students and families working in AWATO Career Exploration System, including providing on-line trainings in the use of the system for career exploration.

Relative to Program Opportunity support, AWATO shall be responsible for:

- Collection of Program Opportunity wages data from Qualified Employers.
  - Qualified Employers participating in Program Opportunities shall be required to:
    - Submit student wage data for Program Opportunities to AWATO,
    - AWATO will validate that it is an approved Program Opportunity,
    - Verify the student eligibility,
    - Verify student wages,
    - Reimburse the employer for the Wage-Match portion of the eligible wages. Any such reimbursement must be in arrears. Such reimbursement may be made periodically throughout the Program Opportunity, e.g., weekly, bi-weekly, monthly.

- Reporting to the Department of Education monthly:
  - The number of Program Opportunities available to Eligible Students
  - The number of Program Opportunities participated in by Eligible Students
  - The number of Qualified Employers participating in Program Opportunities
  - *The Wage-Match value for each Program Opportunity*

- Data Ownership
  - All Program data shall be the sole property of the Department of Education.
  - AWATO shall maintain Program data confidentiality consistent with the terms of its contract with the Department of Education approved by Governor and Council on May 6, 2020, item #150.

Relative to Program promotions, AWATO shall:

- Design and host, subject to Department of Education approval, an informational website about the Program that explains how it works from the perspective of learners, parents/ guardians, educators and employers.
- Solicit Qualified Employers and Eligible Students to participate in the Program.
- Design and manage social media and traditional ad campaigns, such as radio, to reach Qualified Employers, Eligible Students and their families, and raise awareness of the Program.
- Implement email campaigns and webinars for New Hampshire school counselors to raise awareness of the Program.

EXHIBIT C

METHOD OF PAYMENT

Funding

- The Department of Education shall fund amounts necessary to implement the Program as enumerated below. Such amounts shall be defined as Program Funds.
- AWATO shall retain Program Funds in a dedicated and separate bank account. Withdrawal of Program Funds shall be restricted to the following transactions:
  - Wage-Match. AWATO may withdraw Program Funds to make reimbursements to Eligible Employers for approved Wage-Match amounts, as defined in Exhibit B.
  - Administration. AWATO may withdraw Program Funds monthly in the amount of one-hundred fifty thousand dollars ($150,000) divided by the total number of Program months.
  - Program Promotion. AWATO may withdraw Program Funds monthly in support of Program promotion, as defined in Exhibit B, not to exceed $100,000 cumulatively and not to exceed more than $10,000 per month.
- Upon receipt of an invoice from AWATO, the Department of Education shall provide Program Funds to AWATO to allow withdrawal of Program Funds by AWATO as described above. The initial Program Funds shall be $500,000.

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of $2,500,000. AWATO will monitor Program participation and not permit the Program Funds required to exceed $2,500,000, in aggregate or by Program Fund line items described herein.

Remaining Program Funds: Any Program Funds not disbursed pursuant to the above, shall be returned to the Department of Education within 30-days of the completion of this contract.

Source of Funding: Funds to support this request are available in the account titled ESSER II-CRRSA Act for FY22, and FY23, and anticipated to be available in FY24, in the account titled ESSER III-ARP Act upon the approval and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council approval, if needed and justified.

	FY22	FY23	FY24
06-56-56-562010-19580000-102-500731 Contract for program services	$500,000	$1,000,000	$0.00
06-56-56-562010-24370000-102-500731 Contract for program services	$0.00	$0.00	$1,000,000

Nicole Levesque, Program Specialist IV, Work-based Learning Coordinator
New Hampshire Department of Education
Bureau of Career Development
21 South Fruit Street, Suite 20
Concord, NH 03301

EXHIBIT D

Contractor Obligations

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

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

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

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

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

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

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

Exhibit E

Federal Debarment and Suspension

a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:

   1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;

   2. Does not have a proposed debarment pending;

   3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and

   4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.

c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.

d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Exhibit F

Anti-Lobbying

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

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

a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions

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

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil *penalty of not less than $10,000 and not more than $100,000 for each such failure.*

d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed $100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.

e. The DOE shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Contractor Initials MG
Date 12/23/21

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.

Revised 6-25-21

Contractor Initials MG
Date 11/23/22

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 AWATO, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 18, 2015. 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: 735000

Certificate Number: 0005457835

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of October A.D. 2021.

William M. Gardner

Secretary of State

Certificate of Authority

I, Tyler C. Hurst hereby certify that I am duly elected Clerk/Secretary of Awato LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on the 1st of December, 2021 which a quorum of the Directors/shareholders/board members were present and voting.

> **VOTED:** That Matthew Guruge, Managing Director is duly authorized to enter into contracts or agreements on behalf of Awato LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote 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 was effect on 12/1/21 and **remains valid for ninety (90)** days from the date of this Corporate Resolution. 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: 12/1/21
ATTEST: **Tyler C. Hurst, Secretary**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2021

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 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).

PRODUCER
BIN INSURANCE HOLDINGS LLC/PHS
46005301
The Hartford Business Service Center
3600 Wiseman Blvd
San Antonio, TX 78251

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 467-8730
FAX (A/C, No): (888) 443 6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	Hartford Underwriters Insurance Company	30104
INSURER B:	Hartford Fire and Its P&C Affiliates	00914
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
AMATO LLC
25 SUNDIAL AVE ste 204
MANCHESTER NH 03103-7244

COVERAGES CERTIFICATE NUMBER: 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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			[redacted]	02/08/2021	02/08/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB EXCESS LIAB [X] OCCUR CLAIMS-MADE DED RETENTION $ 10,000			[redacted]	02/08/2021	02/08/2022	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
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/A	[redacted]	02/08/2021	02/08/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Employment Practices Liability Insurance			[redacted]	02/08/2021	02/08/2022	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
State of New Hampshire, Department of Education
21 S FRUIT ST
CONCORD NH 03301

CANCELLATION
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
Susan L. Castiglia

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