

MLC



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301

113

March 15, 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 amend a current contract with Lauren Heiter, DBA GEM Consulting (VC#204409) Hollis, NH, and exercise the fourth of five renewal options by increasing the price limitation by \$160,000 from \$410,000 to \$570,000, to design, document, and employ NH assessment and accountability business rules, effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on June 19, 2019 (Item #201), and three renewals were approved June 24, 2020 (Item #161), June 16, 2021 (Item#124), and June 1, 2022 (Item #111). 69% General Funds, 31% Federal Funds.

Funds to support this request are available in FY23 in the accounts titled Federal Accountability, Assessment-State, Assessment-Federal, Educational Statistics, and are anticipated to be available in FY24 in the accounts titled Federal Accountability, and Assessment & Accountability, 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.

06-56-56-562010-	FY20	FY21	FY22	FY23	FY24	Total
30590000-102-500731 Contract for Program Services	\$50,000	\$50,000	\$50,000	\$75,000	\$50,000	\$275,000
25310000-612-500942 State Testing	-	-	-	\$62,500	-	\$62,500
25340000-102-500731 Contract for Program Services	-	-	-	\$12,500	-	\$12,500
30470000-102-500731 Contract for Program Services	\$10,000	\$10,000	\$10,000	\$10,000	-	\$40,000
25090000-072-509073 Grants-Federal	\$40,000	\$40,000	\$40,000	-	-	\$120,000
70640000-612-500942 State Testing	-	-	-	-	\$60,000	\$60,000
Total	\$100,000	\$100,000	\$100,000	\$160,000	\$110,000	\$570,000

EXPLANATION

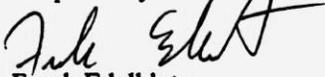
Additional funds are needed in the FY23 to assist in the preparation and reporting of data for the implementation of the statewide assessment program. Moreover, additional funds are required due to pandemic related increases in data validation, data submission changes, and business rule changes. This was a direct result of the 2021 COVID-19 Addendum to the NH State ESSA plan, which created a new set of data requirements for schools designated as Comprehensive Support and Improvement/Targeted Support and Improvement/Additional Targeted Support & Improvement and consequently required the services under the Heiter contract to increase. With the advent of the 2022 school year, the 1-year COVID-19 Addendum will no longer be in force, and a new set of business rules with separate data requirements must now be put in place, again requiring an increase in data validation, data submission changes, and business rule changes. This is not reflective of a typical year and is a direct result of federal waiver requirements, student enrollment changes, and student participation requirements under federal and state assessment statutes.

Pursuant to RSA 193:C, RSA 193:E, and the federal Every Student Succeeds Act (ESSA), the New Hampshire Department of Education (NHED) is legislatively mandated through state assessment and accountability laws to develop and implement methods for assessing what students should know and be able to do, and annually report data, including calculating accountability indicators required by state and federal law.

A request for proposals was posted on the NHED website from April 3, 2019, through April 15, 2019. Lauren Heiter, DBA GEM Consulting was subsequently awarded the contract. The NHED sought a contract with a consultant that had extensive experience in working with all levels of NH data system users, to design, document, and employ NH assessment and accountability business rules. The consultant would be required to ensure the production of quality data and the state's success to comply with ESSA assessment and accountability requirements.

Heiter has over twenty years of experience working with all levels of users independently, to design and implement software solutions, databases, and reports. GEM Consulting has been an integral part of the NHED's implementation of the federal Every Student Succeeds Act (ESSA) and state required accountability and assessment. Their detailed knowledge and experience of the rules and state technical systems, along with proven technical and analytical skills, has been very valuable to the success of implementing both. Renewing this contract will ensure quality data is obtained, and that the state is able to successfully fulfill state and federal requirements.

Respectfully submitted



Frank Edelblut
Commissioner of Education

EXHIBIT A-4
Special Provisions

Add Additional Exhibits H

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

A.1 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable,

Contractor Initials LT
Date Mar 29, 201

EXHIBIT A-4
Special Provisions
Continued

according to National Institute of Standards and Technology (NIST)-
Special Publication (SP) 800-88 approved methods. Certificates of
destruction shall be provided to the State; and

- g.** Provide written Certification to the State that Contractor has
surrendered to the State all said property and after 180 days has erased
all State data.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for
any reason, the Contractor shall provide, for a period up to ninety (90) days
after the expiration or termination, all transition services requested by the
State, at no additional cost, to allow for the expired or terminated portion of
the Services to continue without interruption or adverse effect, and to facilitate
the orderly transfer of such Services to the State or its designees ("Transition
Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

**A.2 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following
addition:**

10.4 In performing its obligations under this Agreement, 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), Federal Tax Information (FTI), Social Security
Numbers (SSN), Family Educational Rights and Privacy Act (FERPA), Payment Card
Industry (PCI), and 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. Contractor
shall maintain the confidentiality of and protect from unauthorized use, disclosure,
publication, and reproduction (collectively "release"), all Confidential Information.

10.4.1 In the event of the unauthorized release of Confidential Information,
Contractor shall immediately notify the State's Information Security Officer,
and the State may immediately be entitled to pursue any remedy at law and in
equity, including, but not limited to, injunctive relief.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information
shall not include information which:

- a.** shall have otherwise become publicly available other than as a result of disclosure
by the receiving Party in breach hereof;
- b.** was disclosed to the receiving Party on a non-confidential basis from a source
other than the disclosing Party, which the receiving Party believes is not

Contractor Initials LT
Date Mar 29, 2023

EXHIBIT A-4
Special Provisions
Continued

prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

- c. is developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

A.8 The following Provisions are added and made part of the P37:

27. NON-EXCLUSIVE CONTRACT.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

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

Contractor Initials *lt*
Date Mar 29, 2023

EXHIBIT A-4
Special Provisions
Continued

vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows:

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

Confidential Information

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

Workers Compensation

The contractor represents that they currently have no employees, and as such, are effectively exempt from RSA 281-A. If they should hire any employees, however, they would be required to comply with Paragraph 15 (Workers’ Compensation) of the P-37 Form.

Renewal Option

Subject to Governor and Council approval, authorize the New Hampshire Department of Education to include a renewal option on this contract for the one (1) remaining fiscal year of the five (5) original renewals requested, subject to the contractor’s acceptable performance of the terms therein, and pending legislative approval of the next budget.

Renewal five of five, July 1, 2024 through June 30, 2025

Contractor Initials LH
Date July 28, 2024

**EXHIBIT C-4
Budget**

The following budget costs are inclusive of planning time, labor, and travel expenses.

(Budget through June 30, 2024)

<u>Task</u>	<u>FY23 Original</u>	<u>FY23 Change</u>	<u>FY23 Adjusted</u>	<u>FY24</u>	<u>Total</u>
Accountability data processing/determination/exiting	\$50,000	\$0	\$50,000	\$50,000	\$100,000
Reporting relative to iReport	\$10,000	\$0	\$10,000	\$10,000	\$20,000
Assessments (Rostering and other assessment issues)	\$25,000	\$50,000	\$75,000	\$50,000	\$125,000
EdFacts and Blue Ribbon	\$5,000	\$0	\$5,000	\$5,000	\$10,000
Weekly Accountability Meeting	\$5,000	\$0	\$5,000	\$5,000	\$10,000
Datawarehouse/Testing	\$5,000	\$0	\$5,000	\$5,000	\$10,000
Miscellaneous Reporting	\$10,000	\$0	\$10,000	\$10,000	\$20,000
Total	\$110,000	\$50,000	\$160,000	\$110,000	\$270,000

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted from one to another, but in no case shall the total budget exceed the price limitation of \$570,000.

Source of Funding: Funds to support this request are available in FY23 in the accounts titled Federal Accountability, Assessment-State, Assessment-Federal, Educational Statistics, and are anticipated to be available in FY24 in the accounts titled Federal Accountability, and Assessment & Accountability, 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.

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>	<u>FY24</u>	<u>Total</u>
06-56-56-562010-						
30590000-102-500731 Contract for Program Services	\$50,000	\$50,000	\$50,000	\$75,000	\$50,000	\$275,000
25310000-612-500942 State Testing	-	-	-	\$62,500	-	\$62,500
25340000-102-500731 Contract for Program Services	-	-	-	\$12,500	-	\$12,500
30470000-102-500731 Contract for Program Services	\$10,000	\$10,000	\$10,000	\$10,000	-	\$40,000
25090000-072-509073 Grants-Federal	\$40,000	\$40,000	\$40,000	-	-	\$120,000
70640000-612-500942 State Testing	-	-	-	-	\$60,000	\$60,000
Total	\$100,000	\$100,000	\$100,000	\$160,000	\$110,000	\$570,000


 Contractor Initials LH
 Date Mar 29, 2023

Method of Payment:

Payments shall be made on invoices submitted monthly accompanied by a summary of activities/deliverables that have taken place aligned to the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices shall be submitted electronically to:

DEAR@doe.nh.gov

Contractor Initials: LS
Date: Mar 29, 2023

EXHIBIT H
Data Protection

1. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
 - b. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
 - c. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 - d. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
 - e. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

2. **Data Location:** The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

3. **Security Incident Or Data Breach:** The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.
 - a. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - b. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.

Contractor Initials LT
Date Mar 29, 2023

EXHIBIT H
Data Protection
Continued

- c. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
- 4. Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
 - b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - i. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - ii. promptly implement necessary remedial measures, if necessary; and
 - iii. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
 - c. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third party hosting company shall bear the costs associated with:
 - i. the investigation and resolution of the Data Breach;
 - ii. notifications to individuals, regulators or others required by State law;
 - iii. a credit monitoring service required by State (or federal) law;
 - iv. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - v. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (c)] subject to this Contract's limitation of liability.

Contractor Initials LT

Date Mar 29, 2023

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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. 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: **614028**

Certificate Number: **0006136743**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name: GEM CONSULTING	Business ID: 614028
Business Type: Trade Name	Business Status: Active
Expiration Date: 5/20/2024	Last Renewal Date: 1/24/2019
Business Creation Date: 05/20/2009	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 05/20/2009	
Principal Office Address: [REDACTED]	Mailing Address: [REDACTED]
Business Email: [REDACTED]	Phone #: [REDACTED]
Notification Email: [REDACTED]	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Technical consulting	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Lauren Heiter	[REDACTED]	[REDACTED]

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Businesses Linked to Registered Agent](#)
[Return to Search](#) [Back](#)

CERTIFICATE OF ATTESTATION

Trade Name

I, Lauren Heiter, as a Trade Name Business GEM Consulting hereby
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business GEM Consulting
and may bind the business thereby. (Name of Business)

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 business. 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: Mar 29, 2023

ATTEST: Lauren Heiter, **Owner**
Lauren Heiter (Mar 29, 2023 08:34 EDT)

Lauren Heiter, DBA GEM Consulting

43

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MLC
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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 9, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise the third of five renewal options to an existing contract with GEM Consulting, Hollis, NH (vendor code 204409), by increasing the price limitation by \$110,000 from \$300,000 to \$410,000, and extending the end date from June 30, 2022 to June 30, 2023 to design, document, and employ NH assessment and accountability business rules, effective upon Governor and Council approval for the period of July 1, 2022 through June 30, 2023. The original contract was approved by Governor and Council on June 19, 2019 (Item #201), and two renewals were approved June 24, 2020 (Item #161) and June 16, 2021 (Item#124). 20% General Funds, 80% Federal Funds.

Funds to support this request are available in FY 23 in the accounts titled Federal Accountability, Assessment-State, Assessment-Federal and Educational Statistics, as follows:

	<u>FY 23</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$ 75,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$ 12,500.00
06-56-56-567010-25340000-102-500731 Contracts for Program Services	\$ 12,500.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	<u>\$ 10,000.00</u>
Total	\$110,000.00

EXPLANATION

The Department of Education is legislatively mandated in both state law (RSA 193:C & RSA 193:E) and the Every Student Succeeds Act (ESSA) to develop and implement methods for assessing what students should know and be able to do, and annually report data, including calculating accountability indicators required by state and federal law.

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

A request for proposals was posted on the Department website from April 3, 2019 through April 15, 2019. GEM Consulting was subsequently awarded the contract.

GEM Consulting has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. She has had experience in applying the many changes to the existing accountability and assessment business rules and systems since the transition to ESSA. Her detailed knowledge of the rules and systems, along with her proven technical and analytical skills, has been very valuable to the success of implementing both. Continuing this contract will ensure quality data is produced, and that the state is able to successfully fulfill ESSA requirements.

In the event that Federal Funds no longer become available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:sm

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and GEM Consulting, Hollis, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 19, 2019 (Item #201) and amended on June 24, 2020 (Item #161), and on June 16, 2021 (Item #124) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2023.
2. Amend Section 1.8 by increasing the price limitation by \$110,000.00 from \$300,000.00 to \$410,000.00.
3. Remove Exhibit A-2 (Special Provisions) and replace with Exhibit A-3 (Special Provisions).
4. Remove Exhibit C-2 (Budget) and replace with Exhibit C-3 (Budget).
5. Remove Exhibits D-G and replace with Exhibits D-I - G-I.
6. All other provisions of this agreement shall remain in full force and effect as originally set forth: and
7. This amendment shall commence upon Governor and Council approval for the period of July 01, 2022 through June 30, 2023.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 05/12/2022
Frank Edelblut, Commissioner of Education Date

(Contractor)

By: Lauren Heiter 05/03/22
Lauren Heiter d/b/a GEM Consulting Date

Approved as to form, substance and execution by the Attorney General this 12th day of May, 2022.

Christopher Bond
Christopher Bond, Division of Attorney General Office

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

By: _____

**EXHIBIT A-3
SPECIAL PROVISIONS**

Lauren Heiter dba GEM Consulting represents that she currently has no employees, and as such, is effectively exempt from RSA 281-A. If she should hire any employees, however, he would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for the two (2) remaining fiscal years of the five (5) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next biennium budget.

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)

Contract between Lauren Heiter d/b/a GEM Consulting and the New Hampshire Department of Education

Contractor Initials LH
Date 03/05/22

**EXHIBIT C-3
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget July 1, 2022 Through June 30, 2023)

Accountability data processing/determination/exiting	\$50,000
Reporting relative to ireport	\$10,000
Assessments (Rostering and other assessment issues)	\$25,000
EdFacts and Blue Ribbon	\$5,000
Weekly Accountability Meeting	\$5,000
Datawarehouse/Testing	\$5,000
Miscellaneous Reporting	\$10,000
Total	\$110,000

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 \$110,000:

Source of funding: Funds to support this request are available in FY 23 in the accounts titled Federal Accountability, Assessment-State, Assessment-Federal and Educational Statistics, as follows:

	<u>FY 23</u>
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$ 75,000.00
06-56-56-562010-25310000-612-500942 State Testing	\$ 12,500.00
06-56-56-567010-25340000-102-500731 Contracts for Program Services	\$ 12,500.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$ 10,000.00
Total	\$110,000.00

Method of Payment:

Payments shall be made on invoices submitted monthly accompanied by a summary of activities/deliverables that have taken place aligned to the scope of services and in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices shall be submitted electronically to DEAR@doe.nh.gov.

Contract between Lauren Heiter d/b/a GEM Consulting and the New Hampshire Department of Education

LH
 Contractor InitialsSM
 Date 03/05/22

EXHIBIT D-1

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.

Revised 6-25-21

Contractor Initials LH
Date 03/05/22

Exhibit E-1

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-1

Anti-Lobbying

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

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

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

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

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

Exhibit G-1

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 LH
Date 03/05/22

Certificate of Attestation

I, Lauren Heiter, as a single member of my Business GEM Consulting hereby
(Name) (Name of Business)

certify that I am authorized to execute contracts on behalf of my Business GEM Consulting
(Name of Business)
and may bind the organization thereby.

I further certify that it is understood that the State of New Hampshire will rely on this
attestation as evidence that I have full authority to bind the organization.

Date: 05/03/22

Signature: Lauren Heiter
Lauren Heiter (May 3, 2022 21:09 EDT)

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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. 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: 614028

Certificate Number: 0005723991



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 25th day of March A.D. 2022.

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

William M. Gardner

Secretary of State

Business Information

Business Details

Business Name: GEM CONSULTING
 Business Type: Trade Name
 Expiration Date: 5/29/2024
 Business Creation Date: 05/09/2009
 Date of Formation in Anticipation: 05/09/2009
 Principal Office Address: 20 Arbor Lane, Hills, NH 03049 USA
 Business Email: NONE
 Notification Limit: NONE

Business ID: 614026
 Business Status: Active
 Last Renewal Date: 1/24/2019
 Name in State of Formation: Not Available
 Mailing Address: NONE
 Phone #: 603-930-9781
 Fiscal Year End Date: NONE

Principal Purpose

SIC	NAICS Code	MARK'S Subcode
1	OTHER / Technical consulting	

Page 1 of 1, items 1 to 1 of 1

Trade Name Information

No Trade Names associated to this business

Trade Name Owned By

Name	Title	Address
Lauren Hester	Applicant	20 Arbor Lane, Hills, NH 03049 USA

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2022

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 FARMERS GENERAL INS AGCY INC/PHS 47180001 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#	
INSURED LAUREN HEITER D/B/A GEM CONSULTING 20 ARBOR LN HOLLIS NH 03049-6278	INSURER A: Hartford Casualty Insurance Company		29424
	INSURER B:		
	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	ADOL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			[REDACTED]	06/12/2021	06/12/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
	GEML AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			[REDACTED]	06/12/2021	06/12/2022	Each Claim Limit \$5,000 Aggregate Limit \$5,000

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 NEW HAMPSHIRE DEPARTMENT OF EDUCATION ATTENTION : SHIREEN MESKOOB 101 PLEASANT ST CONCORD NH 03301-3852	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 <i>Susan S. Castaneda</i>

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W

MAY 28 '21 PM 3:22 RCVD

124 98



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (803) 271-3495
FAX (803) 271-1953

MAY 24 2021

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise the second of five renewal options to an existing contract with GEM Consulting, Hollis, NH (vendor code 204409), by increasing the price limitation by \$100,000.00 from \$200,000.00 to \$300,000.00, to design, document, and employ NH assessment and accountability business rules, effective upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022. The original contract was approved by Governor and Council on June 19, 2019 (Item #201) and a renewal was approved June 24, 2020 (Item #161). 10% General Funds, 90% Federal Funds

Funds to support this request are anticipated to be available in FY 22 in the accounts titled Title I-A Compensatory Ed, Educational Statistics, and Federal Accountability, upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 22</u>
06-56-56-562010-25090000-072-509073 Grants-Federal	\$ 40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$ 10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$ 50,000.00</u>
Total	\$100,000.00

EXPLANATION

The Department of Education is legislatively mandated in both state law (RSA 193:C & RSA 193:E) and the Every Student Succeeds Act to develop and implement methods for assessing what students should know and be able to do, and annually report data, including calculating accountability indicators required by state and federal law.

A request for proposals was posted on the Department website from April 3, 2019 through April 15, 2019. GEM Consulting was subsequently awarded the contract.

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

Lauren Heiter has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. She has had experience in applying the many changes to the existing accountability and assessment business rules and systems since the transition to ESSA. Her detailed knowledge of the rules and systems, along with her proven technical and analytical skills, has been very valuable to the success of implementing both. Continuing this contract will ensure quality data is produced, and that the state is able to successfully fulfill ESSA requirements.

In the event that Federal Funds no longer become available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Lauren Heiter d/b/a GEM Consulting, Hollis, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 19, 2019 (Item #201) and amended on June 24, 2020 (Item #161) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2022
2. Amend Section 1.8 by increasing the price limitation from \$200,000.00 to \$300,000.00
3. Remove Exhibit A-1 (Special Provisions) and replace with Exhibit A-2 (Special Provisions)
4. Remove Exhibit B-1 (Scope of Services) and replace with Exhibit B-2 (Scope of Services)
5. Remove Exhibit C-1 (Budget) and replace with Exhibit C-2 (Budget)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence upon Governor and Council approval for the period of July 1, 2021 through June 30, 2022.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office
By: [Signature] 5-25-21
Frank Edelblut, Commissioner of Education Date

Lauren Heiter d/b/a GEM Consulting
Name of Corporation (Contractor)
By: [Signature] 5/24/2021
Signature, Title Date

STATE OF N/A COVID

County of _____

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

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

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 26th day of May, 2021

[Signature]
Christopher Bond, Division of Attorney General Office

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

By: _____

**EXHIBIT A-2
SPECIAL PROVISIONS**

Additional Exhibits D-G

Lauren Heiter d/b/o GEM Consulting represents that she currently has no employees, and as such, is effectively exempt from RSA 281-A. If she should hire any employees, however, he would be required to comply with Paragraph 15 (Workers' Compensation) of the P-37.

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for the three (3) remaining fiscal years of the five (5) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next two biennium budgets.

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-2
SCOPE OF SERVICES**

Lauren Heiter dba GEM Consulting will provide the following services to the New Hampshire Department of Education, upon Governor & Council approval, for the period effective July 1, 2021 through June 30, 2022:

- Prepare documentation, provide support and training, and review DOE staff work.
- Validate business rules for accountability and provide support in applying rules and reporting accountability data.
- Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules.
- Assist in the data preparation required for the NH Statewide Assessment program.
- Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.
- Provide support in manipulating data in order to fulfill state and federal reporting requirements including Edfacts, CSPR, and ESSA Profiles.
- Work in assuring the validity of data in the data warehouse.
- Assist with the creation of reports to share data with school districts and other stakeholders.
- Be available and participate in Assessment, Accountability, and Data Management meetings.
- Participate in Bureau and Department meetings periodically to share information as required.
- Examine and clean data tables, data bases and file structures, including views and procedures. Eliminate redundant or obsolete data and procedures.

- Document the following routines:
 - Vendor data for assessment results
 - Creating aggregate preliminary data for i4see reports
 - Running accountability rules and loading into assessment results
 - Creating aggregate reports
 - Running ESSA data
 - Preparing all lookup and control tables for 2021 data
 - Edfacts reporting including assessment, participation, and accountability indicators
 - iReport data processes
 - Data for the website
 - Testing accountability and ESSA data
 - Data verification routines for SASID and PACE data
 - EOY record on test dates
- Document the processes necessary to generate school tables for vendors including routines, timelines and responsibilities, secure data transfers, software setup and processes for out of district placement students. Include coding and technical procedures.
- Document all fields in the assessment, accountability, ESSA tables, views tables, and data dictionary. Create backups and remove fields no longer being used and make sure data is backed up.
- Document accountability data flow. Perform the following and document the processes to review MOY data for errors and the effect of errors on accountability; setup static data tables for 2021 including control table, lookup tables, and school view tables; upload preliminary data into assessment results table and generate aggregates for i4SEE reports.
- Create and document routines and new tables to store TSI schools based on yearly data, verify and test TSI school designations; write new routines, create new tables, and document processes to store the multiple year ATS data and to determine schools that will exit based on 2 years of data.
- Change CSI/TSI routines and document processes to insert instead of creating a new table each year. Change Accountability routines and document routines and processes to use new accountability rules as to who should test and at what grade. Verify, test, and document all processes and routines.
- As time allows, work toward elimination of all manual interventions to automate processes and testing.
- Create user friendly data views that include school and district name and descriptors.

REPORTING

Ms. Heiter, d/b/a GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

**EXHIBIT C-2
BUDGET**

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget July 1, 2021 through June 30, 2022)

	Total
Support <i>Idsee</i> and related student data used for ESSA and state reporting	\$10,000
Support for ESSA Determinations Including calculations, business rules, and technical assistance	\$40,000
Assessment and Accountability System Support	\$30,000
Federal Data Reporting (Including ESSA Profiles, Edfacts, and CSPR)	\$10,000
Assistance with Data Warehouse Implementation	\$10,000
Total	\$100,000

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 \$100,000.

Source of Funding: Funds to support this request are anticipated to be available in FY 22 in the accounts titled Title I-A Compensatory Ed, Educational Statistics, and Federal Accountability, upon the availability and continued appropriation of funds in the future operating budget:

	FY 22
06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$50,000.00

Method of Payment:

Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contract between Lauren Heltter d/b/a GEM Consulting and the New Hampshire Department of Education

Contractor Initials *LH*
Date 5/24/2021

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.

Contractor Initials SH
Date 5/24/2021

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials
Date 5/24/2021

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

Contractor Initials ZH
Date 2-24-2021

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials ZH
Date 2/24/2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. 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: 614028

Certificate Number: 0005365580



IN TESTIMONY WHEREOF,

I have hereunto set my hand and cause to be affixed

with the Seal of the State of New Hampshire,

this 11th day of May A.D. 2021.

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

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Lauren Heiter, as a Single Member of my Business, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of GEM Consulting.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 24th day of

May, 2021.

Lauren Heiter
Single Member

STATE OF N/A COVID

COUNTY OF _____

On this the _____ day of _____, 2021, before me: _____ the

undersigned Officer, personally appeared Lauren Heiter, who acknowledged herself to be the Single Member of GEM Consulting, a Business, and that she, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as single member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2021

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 METLIFE AUTO & HOME INS AGCY/PHS 47180001 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (868) 467-8730 FAX (888) 443-8112 (A/C, No. Ext): (A/C, No):	
	E-MAIL ADDRESS:	
INSURED LAUREN HEITER D/B/A GEM CONSULTING [REDACTED]	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Casualty Insurance Company	NAIC# 29424
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			[REDACTED]	06/12/2021	06/12/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	EMPLOYMENT PRACTICES LIABILITY			[REDACTED]	06/12/2021	06/12/2022	Each Claim Limit \$5,000 Aggregate Limit \$5,000

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 New Hampshire Department Of Education Attn: Ellie Riel 101 PLEASANT ST CONCORD NH 03301-3852	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 <i>Susan S. Castaneda</i>
---	---

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21

JUN 10 '20 PM 3:06 DAS

JB
1661



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 28, 2020

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to exercise a renewal option to a contract with GEM Consulting, Hollis, NH (vendor code 204409), by increasing the price limitation by \$100,000.00 from \$100,000.00 to \$200,000.00, to design, document, and employ NH assessment and accountability business rules, effective July 1, 2020 upon Governor and Council approval through June 30, 2021. The original contract was approved by Governor and Council on June 19, 2019 (Item #201). 10% General Funds, 90% Federal Funds

Funds to support this request are available in FY 21 in the accounts titled Title I-A Compensatory Ed. Educational Statistics, and Federal Accountability as follows:

	<u>FY 21</u>
06-56-56-562010-25090000-072-509073 Grants-Federal	\$ 40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$ 10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$ 50,000.00</u>
Total	\$100,000.00

EXPLANATION

The Department of Education is legislatively mandated in both state law (RSA 193:C & RSA 193:E) and the Every Student Succeeds Act to develop and implement methods for assessing what students should know and be able to do, and annually report data, including calculating accountability indicators required by state and federal law.

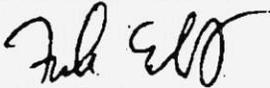
A request for proposals was posted on the Department website from April 3, 2019 through April 15, 2019. GEM Consulting was subsequently awarded the contract.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 28, 2020
Page 2 of 2

Lauren Heiter has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. She has had experience in applying the many changes to the existing accountability and assessment business rules and systems since the transition to ESSA. Her detailed knowledge of the rules and systems, along with her proven technical and analytical skills, has been very valuable to the success of implementing both. Continuing this contract will ensure quality data is produced, and that the state is able to successfully fulfill ESSA requirements.

In the event that Federal Funds no longer become available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:cd:emr

AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT

Now come the New Hampshire Department of Education, Division of Education Analytics and Resources, hereinafter "the Agency," and Lauren Heiter d/b/a GEM Consulting, Hollis, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by Governor and Council on June 19, 2019 (Item #201) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2021
2. Amend Section 1.8 by increasing the price limitation from \$100,000.00 to \$200,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit B-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit C-1 (Budget)
5. Remove Exhibit C (Special Provisions) and replace with Exhibit A-1 (Special Provisions)
6. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
7. This amendment shall commence July 1, 2020 upon Governor and Council approval and shall terminate on June 30, 2021.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By: Frank Edelblut 6-3-20
Frank Edelblut, Commissioner of Education Date

Lauren Heiter d/b/a GEM Consulting
Name of Corporation (Contractor)

By: Lauren Heiter 5-29-2020
Signature, Title Date

STATE OF _____

County of _____

On this the _____ day of _____, 2020 before me, _____, the undersigned officer, personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Notary Public/Justice of the Peace

Commission Expires

Approved as to form, substance and execution by the Attorney General this 4th day of Jun, 2020

Christopher Bond
Christopher Bond, Division of Attorney General Office

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

By: _____

**EXHIBIT A-1
SPECIAL PROVISIONS**

Additional Exhibits D-G

As a single member business, with no employees, provisions of form P-37 paragraph 15 (Workers' Compensation) do not apply to this contract.

Subject to Governor and Council approval, authorize the Department of Education to include a renewal option on this contract for the four (4) remaining fiscal years of the five (5) original renewals requested, subject to the contractor's acceptable performance of the terms therein, and pending legislative approval of the next two biennium budgets.

LH
5/21/2020

**EXHIBIT B-1
SCOPE OF SERVICES**

Lauren Heiter dba GEM Consulting will provide the following services to the New Hampshire Department of Education, upon Governor & Council approval, for the period effective July 1, 2020 through June 30, 2021:

- Prepare documentation, provide support and training, and review DOE staff work.
- Validate business rules for accountability and provide support in applying rules and reporting accountability data.
- Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules.
- Assist in the data preparation required for the NH Statewide Assessment program.
- Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.
- Provide support in manipulating data in order to fulfill state and federal reporting requirements including Edfacts, CSPR, and ESSA Profiles.
- Work in assuring the validity of data in the data warehouse.
- Assist with the creation of reports to share data with school districts and other stakeholders.
- Be available and participate in Assessment, Accountability, and Data Management meetings.
- Participate in Bureau and Department meetings periodically to share information as required.
- Examine and clean data tables, data bases and file structures, including views and procedures. Eliminate redundant or obsolete data and procedures.

Contract between Lauren Heiter d/b/a GEM Consulting and the New Hampshire Department of Education

Page 2 of 4

Contractor Initials *LH*
Date *5/29/2020*

- Document the following routines:
 - Vendor data for assessment results
 - Creating aggregate preliminary data for i4see reports
 - Running accountability rules and loading into assessment results
 - Creating aggregate reports
 - Running ESSA data
 - Preparing all lookup and control tables for 2019 data
 - Edfacts reporting including assessment, participation, and accountability indicators
 - iReport data processes
 - Data for the website
 - Testing accountability and ESSA data
 - Data verification routines for SASID and PACE data
 - EOY record on test dates
- Document the processes necessary to generate school tables for vendors including routines, timelines and responsibilities, secure data transfers, software setup and processes for out of district placement students. Include coding and technical procedures.
- Document all fields in the assessment, accountability, ESSA tables, views tables, and data dictionary. Create backups and remove fields no longer being used and make sure data is backed up.
- Document accountability data flow. Perform the following and document the processes to review MOY data for errors and the effect of errors on accountability; setup static data tables for 2019 including control table, lookup tables, and school view tables; upload preliminary data into assessment results table and generate aggregates for i4SEE reports.
- Create and document routines and new tables to store TSI schools based on yearly data, verify and test TSI school designations; write new routines, create new tables, and document processes to store the multiple year ATS data and to determine schools that will exit based on 2 years of data.
- Change CSI/TSI routines and document processes to insert instead of creating a new table each year. Change Accountability routines and document routines and processes to use new accountability rules as to who should test and at what grade. Verify, test, and document all processes and routines.
- As time allows, work toward elimination of all manual interventions to automate processes and testing.
- Create user friendly data views that include school and district name and descriptors.

REPORTING

Ms. Heiter, d/b/a GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

Contract between Lauren Heiter d/b/a GEM Consulting and the New Hampshire Department of Education

Page 3 of 4

Contractor Initials *LH*
Date *5/29/2020*

EXHIBIT C-1
BUDGET

The following budget costs are inclusive of planning time, labor and travel expenses.

(Budget through June 30, 2021)

	Total
Support (see and related student data used for ESSA and state reporting	\$10,000
Support for ESSA Determinations Including calculations, business rules, and technical assistance	\$40,000
Assessment and Accountability System Support	\$30,000
Federal Data Reporting (Including ESSA Profiles, Edfacts, and CSPR)	\$10,000
Assistance with Data Warehouse Implementation	\$10,000
Total	\$100,000

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 \$100,000.

Source of Funding:

Funds to support this request are available in the accounts titled Title I-A Compensatory Ed, Educational Statistics, and Federal Accountability as follows:

FY 21

06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$50,000.00

Method of Payment:

Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Caillin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contract between Lauren Heller d/b/o GEM Consulting and the New Hampshire Department of Education

Contractor Initials *YH*
Date 5/29/2020

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.

Contractor Initials: ELH
Date: 5/10/2020

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 or listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the DOE. The certification or explanation shall be considered in connection with the DOE's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the DOE if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Contractor Initials LH
Date 5/21/2020

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

Contractor Initials *SH*
Date *2/19/2020*

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials RH
Date 5/29/2020

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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. 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: 614028

Certificate Number: 0004922364



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Single Member)

I, Lauren Heiter as a Single Member of my Business, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of GEM Consulting.

IN WITNESS WHEREOF, I have hereunto set my hand as the Single Member of the Business this 29 day of

May 2020.

Lauren Heiter
Single Member

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2020, before me, _____ the undersigned Officer, personally appeared Lauren Heiter, who acknowledged herself to be the Single Member of GEM Consulting, a Business, and that she, as such Single Member being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Single Member.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2020

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 METLIFE AUTO & HOME INS AGCY/PHS 47180001 The Hartford Business Service Center 3800 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE (866) 467-8730 (A.C. No. Ext.) FAX (888) 443-8112 (A.C. No.) E-MAIL ADDRESS:																									
INSURED LAUREN HEITER D/B/A GEM CONSULTING		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A:</td> <td>Hartford Casualty Insurance Company</td> <td>NAIC#</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> <td></td> </tr> </table>		INSURER A:	Hartford Casualty Insurance Company	NAIC#	29424	INSURER B:				INSURER C:				INSURER D:				INSURER E:				INSURER F:			
INSURER A:	Hartford Casualty Insurance Company	NAIC#	29424																								
INSURER B:																											
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	ADOL INSR	SUBR TYPD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability				06/12/2020	06/12/2021	EACH OCCURRENCE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:						DAMAGE TO RENTED PREMISES (EA ACCIDENT)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMPROP AGG	\$4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (EA accident)	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						ODDLY INJURY (Per person)	
							ODDLY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED: RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY				06/12/2020	06/12/2021	Each Claim Limit	\$5,000
							Aggregate Limit	\$5,000

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

New Hampshire
 Department Of Education
 Attn: Elise Riel
 101 PLEASANT ST
 CONCORD NH 03301-3852

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 S. Castaneda

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201

9B



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

May 29, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Division of Education Analytics and Resources, to enter into a contract with GEM Consulting, Hollis, NH (vendor code 204409), in the amount of \$100,000.00, to design, document, and employ NH assessment and accountability business rules, effective upon Governor and Council approval through June 30, 2020, with the option to renew for up to five (5) additional fiscal years. 100% Federal Funds

Funds to support this request are anticipated to be available in FY 20 in the accounts titled Title I-A Compensatory Ed, Educational Statistics, and Federal Accountability upon the availability and continued appropriation of funds in the future operating budget.

	<u>FY 20</u>
06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	<u>\$50,000.00</u>
Total	\$100,000.00

EXPLANATION

A request for proposals was posted on the Department website from April 3, 2019 through April 15, 2019. The Department was seeking a contracted consultant with extensive experience in working with all levels of NH data system users, to design, document, and employ NH assessment and accountability business rules. The consultant would be required to ensure quality data is produced and that the state is able to successfully fulfill ESSA assessment and accountability requirements.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 29, 2019
Page 2

One proposal was received, reviewed and rated (see Attachment A) by an evaluation team consisting of Dina Rabuck, Senior Database Developer; Nathan Valence, Technical Support Specialist VI; and Melissa Valence, Program Specialist, Accountability and School Approval.

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

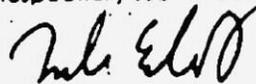
New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve. In addition, the assessment results must be reported to students, parents, teachers, administrators, school board members, and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

Lauren Heiter has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. She has had experience in applying the many changes to the existing accountability and assessment business rules and systems since the transition to ESSA. Her detailed knowledge of the rules and systems, along with her proven technical and analytical skills, has been very valuable to the success of implementing both. This contract will ensure quality data is produced, and that the state is able to successfully fulfill ESSA requirements.

In the event that Federal Funds no longer become available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

ATTACHMENT A - Accountability and Business Rule Application and Documentation for NH Assessment Systems

	Score 1	Score 2	Score 3	Total
Scoring Sheet: GEM Consulting				
Proposed Solution (40 points)	40	38	37	
Responds clearly, concisely and completely to all RFP priorities and requirements.				
Demonstrates understanding of the states' needs and the challenges that need to be met in order to achieve it.				
Proposes methods, procedures and strategies that are sound, innovative, and aligned to the proposed project to the project goals.				
Includes comprehensive description of the services provided.				
Corporate Overview and Project Management (20 points)	20	20	20	
Includes a concise abstract of the organization or candidate's experiences that explain the background brought to the role of consultant.				
Underscores the applicability of the consultant's background and experience to the project.				
Expertise and experience in priority areas.				
Includes references and quality of sample work.				
Project Execution (15 points)	15	14	15	
Implementation approach.				
Communication strategies.				
Discovery and resolution of problems.				
Pricing Model (15 points)	15	14	15	
Appropriateness of an included itemized budget of cost per hour times the number of hours of contracted service to be provided.				
Cost effective budget.				
Sound fiscal management practices that meet or exceed industry standards.				
Overall Quality of Proposal (10 points)	10	10	9	
Quality of the proposal and proposed services.				
Total:	100	96	96	97.3333

ATTACHMENT A cont.

Reviewer Qualifications

Dina Rabuck

Senior Database Developer at State of New Hampshire - Department of Education (DOE)
Database Administrator at State of New Hampshire - Department of Information Technology, DOE
Branch Manager, Web Applications at CSA Ltd.
Senior Data Architect, ASG-KU Webmaster at CSA Ltd.
Senior Member Technical Staff at Oracle
Software Engineer at Novasoft Systems

Education:

Master in Information Systems from Northeastern

Nathan Valence

Technical Support Specialist VI - DOE
Programmer and Systems Development Specialist - Department of Information Technology
Database Administrator for Global Networking Solutions

Education:

Bachelor Degree in Computer Science - Keene State College

Melissa Valence

Accountability and School Approval - DOE
Credentialing and System Support - DOE
Elementary Teacher - Concord School District and Merrimack Valley School District
Professional Development Specialist - Pearson

Education:

Bachelor Degree Elementary Education - Keene State College

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 NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Lauren Heiter d/b/a GEM Consulting		1.4 Contractor Address 20 Arbor Lane, Hollis, NH 03049	
1.5 Contractor Phone Number 603-465-3392	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Caitlin Davis, Division Director, Division of Education Analytics and Resources		1.10 State Agency Telephone Number 271-3453	
1.11 Contractor Signature <i>La Heiter</i>		1.12 Name and Title of Contractor Signatory Lauren Heiter, Sole Proprietor	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merriam</u> On <u>May 29, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Tamara J. Feener</i>		1.13.2 Name and Title of Notary or Justice of the Peace TAMARA J. FEENER, Notary Public State of New Hampshire My Commission Expires January 27, 2021	
1.14 State Agency Signature <i>W. E. ...</i> Date: <u>05/29/19</u>		1.15 Name and Title of State Agency Signatory Frank Edgett, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Larissa A. Boudin</i> Director, On: <u>6-7-2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Ricardo Sosa</i> On: <u>JUN 5, 2019</u> <i>cts/n</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.J 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. **WAIVER OF BREACH.** 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 Events 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.

17. **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.

18. **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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

LH
5/27/11

EXHIBIT A

SCOPE OF SERVICES

Lauren Heiter dba GEM Consulting will provide the following services to the New Hampshire Department of Education from the date of Governor & Council approval through June 30, 2020:

- Prepare documentation, provide support and training, and review DOE staff work.
- Validate business rules for accountability and provide support in applying rules and reporting accountability data.
- Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules.
- Assist in the data preparation required for the NH Statewide Assessment program.
- Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.
- Provide support in manipulating data in order to fulfill state and federal reporting requirements.
- Work in assuring the validity of data in the data warehouse.
- Assist with the creation of reports to share data with school districts and other stakeholders.
- Be available and participate in Assessment, Accountability, and Data Management meetings.
- Participate in Bureau and Department meetings periodically to share information as required.
- Examine and clean data tables, data bases and file structures, including views and procedures. Eliminate redundant or obsolete data and procedures.

[Handwritten Signature]
5/29/19

- Document the following routines:
 - Vendor data for assessment results
 - Creating aggregate preliminary data for i4see reports
 - Running accountability rules and loading into assessment results
 - Creating aggregate reports
 - Running ESSA data
 - Preparing all lookup and control tables for 2019 data
 - Edfacts reporting including assessment, participation, and accountability indicators
 - iReport data processes
 - Data for the website
 - Testing accountability and ESSA data
 - Data verification routines for SASID and PACE data
 - EOY record on test dates
- Document the processes necessary to generate school tables for vendors including routines, timelines and responsibilities, secure data transfers, software setup and processes for out of district placement students. Include coding and technical procedures.
- Document all fields in the assessment, accountability, ESSA tables, views tables, and data dictionary. Create backups and remove fields no longer being used and make sure data is backed up.
- Document accountability data flow. Perform the following and document the processes to review MOY data for errors and the effect of errors on accountability; setup static data tables for 2019 including control table, lookup tables, and school view tables; upload preliminary data into assessment results table and generate aggregates for i4SEE reports.
- Create and document routines and new tables to store TSI schools based on yearly data - Year 1 and year 2 and verify and test TSI school designations; write new routines, create new tables, and document processes to store the multiple year ATS data and to determine schools that will exit based on 2 years of data.
- Change CSI/TSI routines and document processes to insert instead of creating a new table each year. Change Accountability routines and document routines and processes to use new accountability rules as to who should test and at what grade. Verify, test, and document all processes and routines.
- As time allows, work toward elimination of all manual interventions to automate processes and testing.
- Create user friendly data views that include school and district name and descriptors.

REPORTING

Ms. Heiter, the sole proprietor of GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

Contract between Lauren Heiter d/b/a GEM Consulting and the New Hampshire Department of Education
Page 2 of 4

Contractor Initials

Date

5/29/17

EXHIBIT B

BUDGET

Budget (through June 30, 2020)

Professional services (\$100.00 per hour/1,000 hours)

Limitation on Price:

This contract will not exceed \$100,000.00.

Source of Funding:

Funds to support this request are anticipated to be available in FY 20 in the accounts titled Title I-A Compensatory Ed, Educational Statistics, and Federal Accountability upon the availability and continued appropriation of funds in the future operating budget.

	FY 20
06-56-56-562010-25090000-072-509073 Grants-Federal	\$40,000.00
06-56-56-567010-30470000-102-500731 Contracts for Program Services	\$10,000.00
06-56-56-567010-30590000-102-500731 Contracts for Program Services	\$50,000.00
Total	\$100,000.00

Method of Payment:

Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Caitlin Davis
Division Director
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials: *PH*
Date: *8/29/19*

Exhibit C

LA 6/5/19

~~Provisions of form P-37 paragraph 13 does not apply to this contract.~~

Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to five additional fiscal years, subject to the contractor's acceptable performance of the terms therein and available funding.

Contractor Initials LA
Date 5/29/19

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials *SH*
Date *5/29/19*

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

Contractor Initial *ST*
Date *5/21/19*

EXHIBIT D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)

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

Procurement of Recovered Materials

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

Contractor Initials

Date

YH
5/29/19

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials *AA*
Date *5/22/19*

Exhibit H

Termination

a. Termination for Cause

The DOE may terminate the Contract for cause for reasons including but not limited to the following circumstances:

1. Contractor's failure to perform the services as detailed herein and in any modifications to the Contract.
2. Contractor's failure to complete the Contract within the timeframe specified herein and in any modifications to the Contract.
3. Contractor's failure to comply with any of the material terms of the Contract.

If the DOE contemplates termination under the provisions of Subsections a.1., a.2., or a.3 above, the DOE shall issue a written notice of default describing the deficiency. The Contractor shall have five (5) business days to cure such deficiency. In the event the Contractor does not cure such deficiency, the DOE may terminate the Contract without further consideration by issuing a Notice of Termination for Default and may recover compensation for damages.

If, after the Notice of Termination for Default has been issued, it is determined that the Contractor was not in default or the termination for default was otherwise improper, the termination shall be deemed to have been a Termination for Convenience.

b. Termination for Convenience

The DOE may terminate the Contract for convenience, in whole or in part, when, for any reason, the DOE determines that such termination is in its best interest. The contract can be terminated due to reasons known to the non-Federal entity, i.e., including but not limited to program changes, changes in state-of-the-art equipment or technology, insufficient funding, etc. The Contract termination is effected by notifying the Contractor, in writing, specifying that all or a portion of the Contract is terminated for convenience and the termination effective date. The Contractor shall be compensated only for work satisfactorily completed prior to the termination of the Contract. The Contractor is not entitled to loss or profit. The amount due to the Contractor is determined by the DOE.

In the event of termination for convenience, the DOE shall be liable to the Contractor only for Contractor's work performed prior to termination.

c. The DOE's Right to Proceed with Work

In the event this Contract is terminated for any reason, the DOE shall have the option of completing the Contract or entering into an agreement with another party to complete services outlined in the Contract.

Contractor initials: *ZH*
Date: *5/29/19*

**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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. 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: 614028

Certificate Number: 0004521253



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Lauren Heiter, as a Sole Proprietor of my Trade Name, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Trade Name this 24 day of May, 2019.

La Heiter
Sole Proprietor

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 24th day of May, 2019, before me, Tamara J. Feener the undersigned Officer, personally appeared, Lauren Heiter who acknowledged herself to be the Sole Proprietor of GEM Consulting a Trade Name, and that she, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trade Name by herself as Sole Proprietor.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

TAMARA J. FEENER, Notary Public
State of New Hampshire
My Commission Expires January 27, 2021

Tamara J. Feener
Notary Public/Justice of the Peace

My Commission expires:

LAUREN A. HEITER

STRENGTHS:

- Detailed knowledge of New Hampshire assessment, accountability and student growth
- Excellent technical, analytical, problem solving and communication skills.
- Strong knowledge of databases, reporting and data analysis.
- Ability to work with all skill levels to integrate technology into effective solutions.
- Knowledge of wide variety of business domains.
- Proven ability to learn both business and technical concepts quickly.

SOFTWARE/TOOLS:

- Visual Basic
- Visual C++
- SQL Reporting Services
- Crystal Reports
- SQL views, stored procedures
- HTML
- Microsoft SQLServer
- Microsoft Excel
- Microsoft Access

EXPERIENCE:

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, Concord, NH part time 2009 -2019
Data Analyst Consultant to Assessment Department, i4see Analyst Bureau of Data Management

- Part of team implementing Smarter Balanced, DLM and SAT assessments. This includes helping to define new rules for student inclusion in accountability and setting up new accountability processes.
- Designed and developed set of longitudinal reports for each school and district in the state. Generated html used by state website to make reports available to the public.
- Documented business rules and gathered data from multiple sources for State's New Accountability system and Federal Reporting of Assessment results (EDEN, Table6, CSPR).
- Provided multiple analyses on Assessment data including Blue Ribbon and Focused Monitoring selection process.

HOLLIS SCHOOL DISTRICT, Hollis, NH
Data Analyst Consultant

part time 2009

- Created Access database to temporarily house NECAP, NWEA and DRA student assessment data. Prototyped custom Crystal reports: Student Profile, NECAP strand analysis, Released Item GLE analysis.
- Increased Leadership team's knowledge of: data available/missing, functionality of current analysis tool (Performance Tracker) and potential of custom analysis.

RIVERBEND COMMUNITY MENTAL HEALTH Inc., Concord, NH
Crystal Report writer

part time 2008 - 2010

- Designed, developed, tested and implemented Crystal Reports for behavioral health organization from SQLServer database.

MANAGEDOPS.COM/THE TAYLOR GROUP, Bedford, NH
Senior Software Engineer/ Senior Business Systems Analyst

1997 – 2002

- Designed, developed and implemented solutions which interfaced with Siebel Call Center and Great Plains/Microsoft Dynamics financial and manufacturing products.
- Participated in advanced business analysis and development tasks including Visual Basic coding, prototyping using Siebel development tools, application and database design, complex SQL stored procedures, UI design, complex report generation, and cross-application roll-back/recovery design.
- Produced feasibility documents, functional specifications, design documents, test plans and acceptance criteria.
- Managed customer expectations, determined project scope and managed project risks.
- Projects included customized billing system, customized invoice-generation system, manufacturing physical inventory and costing system, manufacturing engineering change management system, time tracking and invoicing system, automobile leasing system, web reporting system and purchasing landed cost system.

CODEM SYSTEMS, Merrimack, NH
Senior Software Engineer

1995 – 1997

- Member of team that developed automated world-wide electronic shelf labeling product using C++, SQLServer, Oracle 7, ODBC, Microsoft Foundation Class Library and Rogue Wave tools.
- Led database-related tasks including design, implementation, performance tuning, writing stored procedures, extended stored procedures, triggers and backup and recovery strategy.
- Designed and implemented SQLServer database for government agency in Singapore to locate illegal radio and cell phone activity.
- Investigated data warehousing and data mining tools to analyze large quantities of data for retailers such as Kraft, Frito-Lay, and Gillette.

DIGITAL EQUIPMENT CORPORATION, Marlboro, MA
Senior Software Engineer (earned positions of increasing responsibility)

1984 – 1995

- Proposed, led, designed, developed, tested, implemented, documented and integrated 7x24 statistical process control and engineering data analysis tools and automated data collection systems to improve yields for Semiconductor Computer Integrated Manufacturing team. Provided technical and business recommendations for many projects within the group including manufacturing analysis and reporting, resource tracking and document control software.
- Proposed, led, designed, developed, tested, implemented, documented and integrated various business, management and analysis tools for the Solutions Configuration Infrastructure Engineering department. Developed project proposals, plans, specifications and schedules. Provided consulting for Bethesda Naval Hospital to define and develop hardware and software alternatives to solve healthcare problems.
- Formalized requirements/functionality for Eastman Kodak and Xerox projects.
- Developed New York State Workman's Compensation system as member of implementation team.
- Installed and supported wholesale and manufacturing order entry/financial system for small businesses.

EDUCATION:

Clark University, Worcester, MA B.A. Computer Science and Economics
G.P.A. 3.64/4.0, Magna Cum Laude, Phi Beta Kappa