



Caitlin D. Davis
Commissioner

Richard K. Sala
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

June 19, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation, to enter into a contract with Public Consulting Group, LLC, Boston, MA, (VC# 161843) in an amount not to exceed \$322,049 to develop and implement a comprehensive Vocational Rehabilitation rate-setting methodology and fee schedule, effective upon Governor and Council approval through September 30, 2027. 100% Federal Funds.

Funds are available in the following account in Fiscal Year 2027 and are anticipated to be available in Fiscal Year 2028, with the authority to adjust budget line items within the price limitation and encumbrances between Fiscal Years through the Budget Office if needed and justified.

06-56-56-565010-25380000 VR Field Programs - Federal

Fiscal Year	Class/Account	Class Title	Amount
2027	102-500731	Contracts for Program Services	\$276,835
2028	102-500731	Contracts for Program Services	\$45,214
Total			\$322,049

EXPLANATION

A request for proposal (RFP) was posted on the New Hampshire Department of Education RFP website as well as the Department of Administrative Services Procurement website from February 20, 2026, to April 10, 2026, during which three (3) proposals were received. Public Consulting Group, LLC was selected as they received the highest overall score. Although PCG did not submit the lowest-cost proposal, their submission demonstrated strong alignment with the project requirements outlined in the RFP. In contrast, the lowest-cost proposal included cost-related exceptions, which rendered the overall pricing unclear and not directly comparable. The evaluation team included individuals from Vocational Rehabilitation with extensive background and experience with vendor management, fee schedules, rate setting, and reporting systems.

The Bureau of Vocational Rehabilitation (VRNH) requests approval to enter into a contract with Public Consulting Group, LLC (PCG) to develop and implement a comprehensive Vocational Rehabilitation rate-setting methodology and fee schedule. This work is required to ensure the Bureau's reimbursement structure complies with federal regulations, including 34 CFR §361.50 and 2 CFR Part 200, and aligns with state procurement and fiscal standards.

PCG is a national consulting firm with extensive experience supporting state VR agencies and has conducted rate-setting, cost analysis, and human services reimbursement studies in more than 35 states. PCG brings expertise in federal VR requirements, data collection and validation, market analysis, cost modeling, and implementation support. Their proposal reflects established methodologies, rigorous analytical approaches, and proven tools tailored to VR programs.

Under this contract, PCG will conduct a full life-cycle rate-setting project that includes data acquisition and validation, provider cost and time-study tools, market and peer-state analysis, development and evaluation of methodology options, construction of draft and final rate models, and production of a complete VR fee schedule with accompanying methodology documentation. PCG will also conduct stakeholder engagement with VRNH staff, Community Rehabilitation Providers, and other allies throughout the process to ensure the methodology is transparent, sustainable, and operationally feasible.

The contract spans approximately 13 months, including 28 weeks for project phases and an additional six-month period of post-publication technical assistance at no additional cost. This work will result in a defensible, compliant, and repeatable rate-setting process that strengthens fiscal accountability, improves provider reimbursement transparency, and supports long-term sustainability of VR services across the state.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Caitlin Davis", written in a cursive style.

Caitlin D. Davis
Commissioner of Education

Attachment A
 Bid Scoring Summary Sheet
 RFP-2026-VR-VR-01 (VR Rate Setting and Fee Scheduling)

	Potential Points	Guidehouse	MGT Impact Solutions, LLC (MGT)	Public Consulting Group (PCG)
Understanding of the Problem & Regulatory Context	20	17.33	16	19.33
Methodological Approach & Analytical Rigor	30	25.33	23.33	29
Documentation, Transparency, and Repeatability	20	17	17	19.33
Project Management & Deliverables	15	13.67	13	14
Subtotal	85	73.33	69.33	81.66
Cost Reasonableness & Value Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score (15)	15	6.5	15	6.96
Total Potential Points	100	-	-	-
Points Awarded	-	79.83/100	84.33/100	88.62/100
Proposed Price	-	\$345,000	\$149,500	\$322,049

Name of Reviewers	Title
Sean Downing	Vendor Manager Coordinator, VRNH
Christopher Semonelli	Business System Analyst, VRNH
Richard Sala	Deputy Commissioner, NHED

Review Process

Preliminary evaluation and scoring occurred on 4/17/2026. Final evaluation and scoring occurred on 4/22/2026. The final scores represent the rounded average of each reviewer's individual scores.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Public Consulting Group, LLC (VC: 161842)		1.4 Contractor Address 148 State St, 10 th FL Boston MA 02109	
1.5 Contractor Phone Number 617-426-2026	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date 09/30/2027	1.8 Price Limitation \$322,049
1.9 Contracting Officer for State Agency Sean Downing, Vendor Manager Coordinator		1.10 State Agency Telephone Number 603-724-9581	
1.11 Contractor Signature  kathleen fallon (Jun 22, 2026 12:42:30 EDT)		1.12 Name and Title of Contractor Signatory Kathleen M. Fallon, Practice Area Director	
1.13 State Agency Signature  Date: 7/23/26		1.14 Name and Title of State Agency Signatory Caitlin D. Davis, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: Elizabeth A. Brown, Attorney On: 7/23/26			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance: 14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

In performing its obligations under this Agreement, Contractor may gain access to 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.

EXHIBIT B

Scope of Services

1. Purpose

The purpose of this engagement is for the Contractor to develop, document, and support implementation of a comprehensive, transparent, defensible, and sustainable Vocational Rehabilitation (VR) rate setting methodology and fee schedule for the New Hampshire Department of Education, Bureau of Vocational Rehabilitation (VRNH). The resulting methodology and fee schedule shall align with applicable federal and state requirements, including but not limited to 34 CFR § 361.50, 2 CFR Part 200, the VRNH Rate Setting Methodology Guide, and all applicable State procurement and fiscal requirements.

The Contractor shall work independently to develop the methodology and recommendations while coordinating with VRNH leadership and financial staff, Community Rehabilitation Providers (CRPs), and other stakeholders for purposes of data access, clarification, validation, and stakeholder engagement.

The Contractor shall provide all labor, supervision, project management, stakeholder engagement, data collection and analysis, rate modeling, documentation, training, implementation guidance, and post publication technical assistance necessary to complete the services described herein.

2. General Requirements

The Contractor shall:

1. Develop a defensible reimbursement fee schedule and associated rate setting methodology for VRNH services.
2. Utilize data from VRNH, the Rehabilitation Services Administration (RSA), peer states, related New Hampshire agencies, providers, labor market data, and other relevant public sector data sources.
3. Incorporate statistically sound analyses, cost principles, market-based considerations, and economic methodologies.
4. Document all methodologies utilized, including selected and rejected methodologies, assumptions, formulas, modifiers, and data sources.
5. Conduct stakeholder engagement activities with VRNH staff, providers, CRPs, and other designated stakeholders.
6. Develop repeatable and sustainable processes that allow VRNH to independently maintain and update the fee schedule in future years.
7. Provide all required deliverables, training, documentation, and post publication technical assistance.
8. Maintain ongoing communication and project governance processes throughout the engagement.
9. Ensure all deliverables are suitable for federal review, audit readiness, and long-term operational use.
10. Maintain all methodologies, analyses, assumptions, calculations, and supporting documentation in a manner suitable for audit review, federal oversight, and long-term operational replication by VRNH.

3. Scope of Work

Phase I – Initiation and Compliance Alignment

Estimated Timeline: Weeks 1–2

The Contractor shall initiate the project through formal kickoff and project governance activities. Activities shall include but are not limited to:

1. Conducting a project kickoff meeting with VRNH leadership, fiscal staff, and subject matter experts.
2. Developing and maintaining a detailed project work plan and implementation schedule.
3. Establishing project governance structure, communication protocols, escalation procedures, and decision making processes.
4. Establishing and maintaining a risk and issue log.
5. Establishing and maintaining a project decision log.
6. Developing a compliance matrix mapping for all project activities and deliverables to applicable federal and state requirements.
7. Reviewing and incorporating requirements related to:
 - 34 CFR § 361.50
 - 2 CFR Part 200
 - RSA guidance
 - VRNH policies and procedures
 - State procurement and fiscal requirements
8. Developing and issuing initial data requests.
9. Establishing recurring status meetings and project communication routines with VRNH leadership.

Phase I Deliverables

- Project Plan
- Communications Protocol
- Compliance Matrix
- Risk and Issue Log
- Decision Log
- Initial Data Request

Phase II – Data Acquisition and Landscape Assessment

Estimated Timeline: Weeks 3–6

The Contractor shall collect, validate, analyze, and assess programmatic, financial, and operational data relevant to VR rate setting.

Activities shall include but are not limited to:

1. Collection and validation of VRNH program and fiscal data.
2. Review and analysis of:
 - Authorizations
 - Claims and payment data
 - Utilization patterns

- Provider rosters
 - Contracts
 - Historical expenditures
 - Case management data
3. Assessment of data completeness, accuracy, and suitability for analysis.
 4. Development of a data dictionary and data validation documentation.
 5. Identification of data limitations and implications for modeling.
 6. Analysis of:
 - Geographic variation
 - Provider capacity
 - Historical payment trajectories
 - Service utilization trends
 - Expenditure patterns
 7. Review of New Hampshire procurement regulations and vendor contracting structures.
 8. Review of how VR services are authorized, contracted, and reimbursed within VRNH.
 9. Conduct an environmental and landscape scan of:
 - Peer state VR rate methodologies
 - Comparable state agency fee schedules
 - Labor market benchmarks
 - Medicaid reimbursement structures where applicable
 10. Development of a peer state comparison framework utilizing up to eight peer states, prioritizing RSA Region 1 agencies and other states with comparable service environments, geographic considerations, and payment structures.
 11. Identification of market trends and benchmarking opportunities.
 12. Development of market research summaries and preliminary observations.

Phase II Deliverables

- Data Inventory and Validation Memo
- Data Dictionary
- Data Quality Notes
- Landscape Analysis
- Market Research Summary
- Peer State Comparison Summary

Phase III – Stakeholder Engagement and Tool Development

Estimated Timeline: Weeks 7–10

The Contractor shall conduct stakeholder engagement activities and develop standardized data collection tools.

Activities shall include:

1. Conducting virtual, accessible interviews, focus groups, surveys, and stakeholder meetings with:
 - VRNH leadership
 - VRNH staff
 - Community Rehabilitation Providers (CRPs)
 - Vendors
 - Other stakeholders designated by VRNH

Contract between Public Consulting Group and the New Hampshire Department of Education

2. Identifying:
 - Cost drivers
 - Staffing profiles
 - Operational challenges
 - Service delivery considerations
 - Administrative burdens
 - Geographic considerations
3. Establishing clear communication channels and stakeholder engagement processes.
4. Creating and maintaining a designated stakeholder email inbox.
5. Developing stakeholder communication materials.
6. Developing standardized tools including:
 - Cost collection tools
 - Personnel roster tools
 - Time study tools
 - Surveys and questionnaires
7. Developing written instructions and guidance materials for all tools.
8. Developing technical assistance resources and stakeholder support materials.
9. Developing protocols for data submission and quality assurance.
10. Conducting stakeholder outreach and engagement activities throughout the phase.
11. Finalizing tools and instructions using version control and secure intake procedures.

Phase III Deliverables

- Stakeholder Engagement Plan
- Stakeholder Feedback Summary
- Cost Collection Tool
- Personnel Roster Tool
- Time Study Tool
- Tool Instruction Manuals
- Stakeholder Communication Materials
- Technical Assistance Resources
- QA Plan

Phase IV – Provider Data Collection and Quality Assurance

Estimated Timeline: Weeks 11–16

The Contractor shall administer data collection activities and conduct comprehensive quality assurance reviews.

Activities shall include but are not limited to:

1. Launching provider cost and time study collection activities.
2. Conducting training sessions for providers and participants regarding data collection requirements.
3. Providing technical assistance through:
 - Office hours
 - One on one consultations
 - Email support
 - Telephone support

Contract between Public Consulting Group and the New Hampshire Department of Education

4. Collecting provider submitted cost and time data.
5. Organizing and maintaining data repositories.
6. Conducting multi level quality assurance reviews.
7. Identifying and resolving data inconsistencies or anomalies.
8. Conducting follow up outreach to providers as necessary.
9. Reviewing:
 - Revenue data
 - Personnel costs
 - Non personnel expenses
 - Billable versus non billable time
 - Service specific costs
 - Travel costs
 - Paid time off
 - Turnover data
 - Geographic variations
10. Conducting market salary analyses utilizing Bureau of Labor Statistics data and other labor market sources.
11. Conducting validation and reconciliation activities.
12. Documenting assumptions, limitations, and quality assurance findings.

Phase IV Deliverables

- Provider Data Collection Summary
- Quality Assurance Documentation
- Market Salary Analysis
- Technical Assistance Logs
- Data Validation Findings

Phase V – Methodology Options and Selection Rationale

Estimated Timeline: Weeks 17–19

The Contractor shall develop, evaluate, and document rate setting methodology options.

Activities shall include, but are not limited to:

1. Developing multiple rate setting methodology options.
2. Evaluating methodologies using:
 - Cost based principles
 - Market based principles
 - Component based approaches
 - Case complexity considerations
 - Geographic considerations
 - Performance based approaches where appropriate
3. Evaluating methodologies for:
 - Sustainability
 - Transparency
 - Audit readiness
 - Administrative feasibility
 - Repeatability

Contract between Public Consulting Group and the New Hampshire Department of Education

4. Identifying and documenting selected and rejected methodologies.
5. Developing rationale and justification for methodology recommendations.
6. Conducting fiscal impact analyses.
7. Conducting price reasonableness testing.
8. Presenting methodology options and findings to VRNH.
9. Refining recommendations based on stakeholder and VRNH feedback.
10. Developing implementation considerations and operational recommendations.

Deliverables

- Methodology Options Analysis
- Methodology Selection Rationale
- Fiscal Impact Analysis
- Price Reasonableness Analysis
- Preliminary Recommendations

Phase VI – Draft Rate Models, Modifiers, and Market Tables

Estimated Timeline: Weeks 20–22

The Contractor shall develop draft rate models, modifiers, and supporting analytical documentation.

Activities shall include, but are not limited to:

1. Developing draft reimbursement rates and rate structures.
2. Developing service taxonomies and standardized rate structures.
3. Developing and applying justified modifiers including:
 - Rural travel modifiers
 - Urban labor differential modifiers
 - American Sign Language (ASL) specialization modifiers
 - Complexity tier modifiers
 - Geographic adjustments
4. Developing multistate market comparison tables.
5. Conducting sensitivity analyses.
6. Documenting all formulas, assumptions, adjustment factors, and calculation methodologies utilized in development of the draft and final rate models.
7. Conducting additional price reasonableness testing.
8. Developing supporting analytical models and workbooks.
9. Validating assumptions and calculations.
10. Presenting draft rate recommendations to VRNH.
11. Refining draft models based on feedback.

Deliverables

- Draft Rate Model Workbook
- Draft Fee Schedule
- Market Comparison Tables
- Sensitivity Analysis
- Price Reasonableness Analysis
- Draft Modifier Framework

Phase VII – Finalization

Estimated Timeline: Weeks 23–26

The Contractor shall finalize all methodologies, documentation, and implementation materials.

Activities shall include, but are not limited to:

1. Revising and finalizing the fee schedule.
2. Finalizing the comprehensive methodology documentation.
3. Incorporating VRNH and stakeholder feedback.
4. Preparing publication ready materials.
5. Developing an implementation guide and/or implementation plan.
6. Developing an executive summary.
7. Developing an RFP crosswalk demonstrating compliance with RFP Section 2 requirements and RFP Appendix C.
8. Finalizing documentation related to:
 - Methodology assumptions
 - Data sources
 - Analytic tools
 - Market comparison tables
 - Selected and rejected methodologies
9. Obtaining VRNH review and approval prior to publication and launch of the final fee schedule.
10. Preparing all final deliverables for publication and implementation.
11. Ensuring all final deliverables are provided in editable electronic formats suitable for future VRNH maintenance and updates.

Deliverables

- Final Fee Schedule
- Methodology and Implementation Guide
- Executive Summary
- RFP Crosswalk
- Publication Ready Deliverables

Phase VIII – Training and Launch

Estimated Timeline: Weeks 27–28

The Contractor shall provide training and launch support activities.

Activities shall include, but are not limited to:

1. Conducting one live virtual training session for VRNH staff (will be recorded).
2. Conducting one live virtual training session for CRPs and providers (will be recorded).
3. Training participants on:
 - Fee schedule structure
 - Rate methodologies
 - Modifiers
 - Exception pathways and exception request processes
 - Implementation procedures
4. Developing training materials and recordings.

5. Developing FAQs and job aids.
6. Developing provider communication and rollout materials.
7. Supporting statewide implementation communications.
8. Supporting completion of training and official launch of the fee schedule.
9. Conducting ongoing status meetings with VRNH during launch.

Deliverables

- Training Slide Decks
- Training Recordings
- FAQs
- Job Aids
- Rollout Communication Materials

Phase IX – Post Publication Technical Assistance

Estimated Timeline: Six Months Following Publication

The Contractor shall provide ongoing remote technical assistance following implementation of the fee schedule.

Activities shall include, but are not limited to:

1. Providing a minimum of thirty (30) hours of remote consultation and technical assistance at no additional cost.
2. Providing office hours and one on one consultation support.
3. Responding to provider and VRNH implementation questions.
4. Supporting issue resolution and clarification activities.
5. Conducting update protocol rehearsals and refresh advisory activities.
6. Training VRNH staff on maintaining and updating the methodology independently.
7. Conducting ongoing status meetings with VRNH throughout the technical assistance period.
8. Providing recommendations for future rate refresh and maintenance activities.
9. Supporting long term sustainability and operational transition activities.

Deliverables

- Technical Assistance Log
- Update Rehearsal Notes
- Refresh Recommendations
- Final Technical Assistance Summary

4. Project Management and Governance

Throughout the engagement, the Contractor shall:

1. Maintain ongoing project management and coordination.
2. Conduct recurring weekly status meetings with VRNH throughout all project phases, including the post publication technical assistance period.
3. Maintain project schedules and milestone tracking.
4. Maintain communication with VRNH leadership and stakeholders.
5. Maintain documentation of project decisions, issues, and resolutions.
6. Provide regular project status updates.

7. Coordinate stakeholder engagement and outreach.
8. Ensure timely completion of all deliverables.
9. Ensure compliance with all applicable federal and state requirements.

5. Staffing

The Contractor shall provide staffing sufficient to complete all services described herein. Proposed staffing includes:

- Engagement Manager
- Project Manager
- Subject Matter Experts
- Lead Analyst
- Stakeholder Engagement Lead
- Analysts

The Contractor may substitute personnel only with individuals possessing substantially equivalent qualifications and experience, subject to VRNH approval.

6. Optional RSA-911 Data Quality Review

At VRNH's option, the Contractor may provide an RSA-911 Data Quality Review enhancement at no additional cost to VRNH.

If requested by VRNH, the Contractor shall coordinate with VRNH staff to conduct a review of RSA-911 data quality processes and provide recommendations related to data completeness, accuracy, and reporting consistency.

This optional enhancement is not required for completion of the core scope of services and shall not increase the contract value.

Any work performed under this optional enhancement shall be completed within the existing contract term and firm fixed price amount.

7. Ownership and Use Rights

All deliverables, methodologies, analyses, models, templates, tools, workbooks, reports, training materials, communication materials, documentation, and supporting materials developed under this contract shall be provided to VRNH in editable electronic formats suitable for future maintenance and operational use.

VRNH shall retain unrestricted rights for internal governmental use, reproduction, maintenance, modification, adaptation, publication, and future operational updates of all deliverables produced under this contract.

The Contractor may retain ownership of pre-existing proprietary tools, templates, or methodologies developed independently of this contract; however, VRNH shall retain perpetual rights to use, maintain, and modify all deliverables specifically developed for VRNH under this engagement.

The Contractor shall not restrict VRNH from utilizing future vendors, contractors, consultants, or internal staff to update, maintain, expand, or operationalize the deliverables produced under this contract.

8. Invoicing

The contractor shall maintain sufficient documentation on file to support invoices and make such documentation available for review by authorized NHED staff and/or its auditors. Complete documentation to support invoices shall be maintained by the vendor for no less than three years as required under federal regulation.

The contractor is solely responsible for paying to the New Hampshire Department of Education any disallowed costs associated with the misappropriation of federal funds and/or costs expended that the contractor is not able to sufficiently support with expenditure backup documentation upon request for up to three (3) years commencing the contract end date.

The State of New Hampshire Department of Education, Bureau of Vocational Rehabilitation, requires the following for all invoices. Any invoice received that does not have the following will be returned to the contractor for updates/corrections and, in turn, delay the remit of payment.

- ☐ Contractor Name
- ☐ Contractor Address
- ☐ Contractor Phone Number
- ☐ Invoice Number
- ☐ Date
- ☐ Expense Period (Reporting Period)
- ☐ Contractor Contact Person Name
- ☐ Contractor Contact Person Phone
- ☐ Contractor Contact Person Email
- ☐ Invoice addressed to:

[Assigned Agency Point of Contact Name]
New Hampshire Department of Education
21 S. Fruit St. Concord NH 03301

- ☐ Invoice billed by deliverable(s) outlined in contract Exhibit C
- ☐ Total Invoice Amount
- ☐ Summary of all billable items providing validity of expenses being requested for reimbursement on this invoice.

EXHIBIT C
Method of Payment

Budget:

Deliverable	Amount
Phase I – Initiation & Compliance Alignment	\$29,723
Phase II – Data Acquisition & Landscape Assessment	\$39,214
Phase III – Stakeholder Engagement & Tool Development	\$39,715
Phase IV – Provider Data Collection & Quality Assurance	\$49,560
Phase V – Methodology Options & Selection Rationale	\$29,349
Phase VI – Draft Rate Models, Modifiers & Market Tables	\$26,168
Phase VII – Finalization	\$32,765
Phase VIII – Training & Launch	\$30,341
Phase IX – Post Publication Technical Assistance	\$45,214
Total	\$322,049

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, if needed and justified, but in no case shall the total budget exceed the price limitation of \$322,049. To be binding on the state, such adjustments of budget line items, must be memorialized in writing, executed by the Contracting Officer and approved by the Commissioner.

Source of Funding:

Funds are available in FY2027 and are anticipated to be available in FY2028 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-565010-25380000 VR Field Programs - Federal

Fiscal Year	Class/Account	Class Title	Amount
FY27	102-500731	Contracts for Program Services	\$276,835
FY28	102-500731	Contracts for Program Services	\$45,214
Total			\$322,049

Method of Payment:

Payment is to be made on the basis of invoices which are submitted by the 10th of the following month and supported by a summary of completed deliverables, as outlined by budget line, that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. A final invoice is due within 30 days of the end of this contract. Failure to submit the invoice by this date could result in non-payment. Invoices and reports shall be submitted electronically to:

Sean Downing
Vendor Manager Coordinator
Sean.P.Downing@doe.nh.gov | 603-724-9581
Cc: VRNH.AccountsPayable@doe.nh.gov

Exhibit D

Contractor Obligations

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

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

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

Breach

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

Fraud and False Statements

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

Environmental Protection

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

Procurement of Recovered Materials

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

Exhibit E
Federal Debarment and Suspension

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

Exhibit F
Anti-Lobbying

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

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

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

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

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

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

CERTIFICATE OF SIGNATURE AUTHORITY

The undersigned, Brian Roemer, Assistant Secretary of Public Consulting Group LLC, a Delaware limited liability company (hereinafter “the Company”), does hereby certify that Kathleen M. Fallon, a Practice Area Director for the Company, is authorized to execute on behalf of the Company a proposal in response to RFP-2026-VR-VR-01: VR Rate Setting and Fee Scheduling, pursuant to authority confirmed by the Company Board of Managers on May 14, 2026, and that such authority has not subsequently been amended or modified, and continues to be in full force and effect as of this date.

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 listed above currently occupies the position indicated and that they have full authority to bind the corporation.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 28th day of May 2026.



Brian Roemer
Assistant Secretary

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 PUBLIC CONSULTING GROUP LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 30, 1987. 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: **104752**

Certificate Number: **0007185734**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of May A.D. 2025.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2026

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

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN102775406-ALL-ALL-26-27	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Great Northern Insurance Company</td><td>20303</td></tr><tr><td>INSURER B : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C : Allied World National Assurance Company</td><td>10690</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E : Markel American Insurance Company</td><td>28932</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great Northern Insurance Company	20303	INSURER B : Federal Insurance Company	20281	INSURER C : Allied World National Assurance Company	10690	INSURER D : ACE American Insurance Company	22667	INSURER E : Markel American Insurance Company	28932	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Great Northern Insurance Company	20303														
INSURER B : Federal Insurance Company	20281														
INSURER C : Allied World National Assurance Company	10690														
INSURER D : ACE American Insurance Company	22667														
INSURER E : Markel American Insurance Company	28932														
INSURER F :															
INSURED Public Consulting Group LLC 148 State St, Fl 10 Boston, MA 02109															

COVERAGES

CERTIFICATE NUMBER:

NYC-012621330-01

REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			3585-50-36	04/01/2026	04/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			3585-50-36	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE			5672-10-14	04/01/2026	04/01/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	DED ☐ RETENTION \$ ☐			0311-2674	04/01/2026	04/01/2027	EACH OCC/AGG \$ 9,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	7172-48-11	04/01/2026	04/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CYBER/PROFESSIONAL LIABILITY			D97157753 005	04/01/2026	04/01/2027	AGG/OCC 10,000,000
E	CRIME			MKLM1MCR001992	04/01/2026	04/01/2027	AGGREGATE 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH Department of Education 25 Hall Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.