**Frank Edelblut**
Commissioner

**Christine Brennan**
Deputy Commissioner

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

January 21, 2021

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

## REQUESTED ACTION

Authorize the Department of Education, Bureau of Adult Education to enter into a contract with Second Start, Concord, NH (Vendor Code #177224), in the amount of $203,716.38 to provide high school equivalency test center coordination services, effective upon Governor approval through June 30, 2023. 100% State Funds.

Funds to support this request are available in the account titled Adult Education for FY21 and anticipated to be available in FY22, and FY23 and upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor approval, if needed and justified.

| | | | |
|---|---|---|---|
| FY21 | 06-56-56-4039000-602-500932 | State Funds Non-Match | $ 56,048.25 |
| FY22 | 06-56-56-4039000-602-500932 | State Funds Non-Match | $ 70,537.50 |
| FY23 | 06-56-56-4039000-602-500932 | State Funds Non-Match | $ 77,130.63 |
| | | TOTAL | $203,716.38 |

## EXPLANATION

A request for high school equivalency test center coordination services was issued on December 14, 2020. The notice was published in the Union Leader on December 14, 2020 for one day and posted on the NH Department of Education's website and a notice was sent electronically to all NH adult education centers. Only one proposal was received. See attachment A.

Approval of this request will allow the contractor to provide test center administrative support services, provide for the recruitment and training of new examiners and facilitate special payments for incarcerated individuals at the NH State Prison. Both the pandemic and changes to the payment process for the HiSET Exam effective on January 11, 2021 have created an issue with the financial viability of NH's high school equivalency testing centers. In the past, test centers have collected and retained a portion of the testing fees at the local level to cover operational costs. Due to the pandemic, test center capacities have been drastically reduced thus causing a financial hardship to the test centers. On January 11, 2021, the payment system for the high school

equivalency exam will be changed to allow test takers to pay for the exam online and thereby entirely eliminating the collection of fees at the local level. This contract will allow the contractor to track, verify and reimburse testing centers for administrative costs.

The contractor will also address the current lack of trained examiners across the state by providing recruitment and training services to increase capacity for testing. Currently some testing centers only have one test administrator which has resulted in multiple cancelled testing sessions due to COVID-19 exposure. Additionally, many of the current examiners are older, retired individuals. Training new examiners will ensure that New Hampshire is able to continuously provide high school equivalency testing services across the state.

Additionally, the contractor will facilitate the test fee payments for certain populations such as incarcerated individuals do not have the option for online payments.

The Bureau of Adult Education provides high school equivalency testing services for more than 1,200 individuals each year. The HiSET test includes five subtests in the content areas of Science, Social Studies, Language Arts – Reading, Language Arts – Writing and Mathematics.

Respectfully submitted,

Frank Edelblut
Commissioner of Education

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

2.7.21
Date

Governor Christopher T. Sununu

**ATTACHMENT A**

A request for high school equivalency test center coordination services was issued on December 14, 2020. The notice was published in the Union Leader on December 14, 2020 for one day and posted on the NH Department of Education's website and a notice was sent electronically to all NH adult education centers. Only one proposal was received.

**Proposal Criteria in RFP:**

| CATEGORIES | POINTS |
|---|---|
| Company Background, Profile and Experience including audited financial records | 20 |
| Key Personnel including job descriptions and resumes | 5 |
| Two Reference letters | 5 |
| Project Plan | 50 |
| Cost Proposal | 20 |
| | |
| TOTAL POTENTIAL MAXIMUM POINTS AWARDED | 100 |

**Evaluation Scoring and Funding Recommendation:**

The proposal was evaluated as follows:

| CATEGORIES | Maximum Score | SM | DK | JB | Average |
|---|---|---|---|---|---|
| Organization Profile, Background & Experience | 20 | 19 | 20 | 20 | 20 |
| Key Personnel | 5 | 4 | 5 | 5 | 5 |
| References | 5 | 5 | 4 | 5 | 5 |
| Project Plan | 50 | 45 | 50 | 40 | 45 |
| Cost Proposal | 20 | 10 | 10 | 15 | 12 |
| Total | 100 | 83 | 89 | 85 | 86 |

**Reviewers**

**Sarah Morrissey** is the Assistant Director of the Employment Services Bureau and Operations at New Hampshire Employment Security with eleven (11) years of service to that department. Prior to that role, she served as the Manager of the Somersworth and Portsmouth NH Works offices. As a core partner in the NH workforce system, Sarah has frequent interaction with the adult education field including participation in local partner meetings, facilitation of interagency referrals and coordination in the administration of the NH State Workforce Plan.

**Dina DiGregorio Karlon** is the Education and Credential Specialist for the NH Employment Program and works as an affiliate to the NH Department of Health & Human Services. She is employed by Southern NH Services and spent the previous fifteen years working as a school counselor. She has more than twenty-five years of experience in education, especially in the areas of alternative options for graduation.

**Jeffry Beard** is an Education Consultant with the Department of Education, Bureau of Career Development. He oversees the Drop Out Prevention Grant which historically has provided the high school equivalency exam as a required program component.

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<br>Department of Education, Bureau of Adult Education | | 1.2 State Agency Address<br>21 South Fruit Street, Suite 20<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Second Start | | 1.4 Contractor Address<br>17 Knight Street<br>Concord, NH 03301 | |
| 1.5 Contractor Phone Number<br>(603) 228-1341 | 1.6 Account Number<br>See Exhibit C | 1.7 Completion Date<br>June 30, 2023 | 1.8 Price Limitation<br>$203,716.38 |
| 1.9 Contracting Officer for State Agency<br>Sarah Ladd Wheeler | | 1.10 State Agency Telephone Number<br>(603) 271-6701 | |
| 1.11 Contractor Signature<br>James B. Snodgrass Date: 1/22/2021 | | 1.12 Name and Title of Contractor Signatory<br>James B. Snodgrass, Executive Director | |
| 1.13 State Agency Signature<br>Date: 2-6-21 | | 1.14 Name and Title of State Agency Signatory<br>Frank Edelblut, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Christopher Bond On: 2/8/21 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials JBS
Date 1/22/21

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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



Contractor Initials [illegible]
Date 1/22/24

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor Initials _____

Date 1/22/21

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials AM

Date 1/22/21

## EXHIBIT A

### Special Provisions

The Contractor must comply with the following provisions:

- Exhibit D: Contractor Obligations
- Exhibit E: Federal Debarment and Suspension
- Exhibit F: Anti-Lobbying
- Exhibit G: Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Contractor Initials
Date 1/22/21

## EXHIBIT B

### Scope of Services

The NH Department of Education, Bureau of Adult Education, administers the high school equivalency program for the state of New Hampshire including contracting for testing services, approving and monitoring testing centers, establishing policies and procedures and issuing a high school equivalency certificate upon successful completion of the exam. The current testing used for high school equivalency is the HiSET published by Educational Testing Service (ETS).

Second Start, Concord, NH will provide the following High School Equivalency Testing Center Coordination Services in order to provide support and build capacity for HiSET Test Centers:

**Subtest Administrative Support**

The vendor is responsible for disbursing payments to cover a portion of the cost for test administration services at a rate determined by the Bureau of Adult Education.

- A rate shall be established by the Bureau of Adult Education, applicable until such a time as the COVID-19 restrictions on capacity and additional time required to comply with health and safety measures including an additional maximum of $50 per month reimbursement for required personal protective equipment and cleaning supplies.
- After restrictions due to the pandemic expire, the Bureau of Adult Education shall establish a standard per subtest reimbursement rate.
- The vendor shall use the Test Center Portal provided by ETS in order to verify the number of subtests administered at each testing center on a monthly basis.
- The vendor may require eligible Test Centers to submit a monthly invoice or reimbursement request.
- The vendor shall issue payments based on the established rates.

**Training Support**

The vendor is responsible for the recruitment and training of new test administrators to increase statewide testing capacity.

- The vendor will provide the Testing Center a stipend of $25 per hour for the examiner trainee's time spent in observation/participation activities, not to exceed a maximum of 12 hours.

**Facilitation of Special Payment**

The vendor is responsible for facilitating the distribution of vouchers for special circumstances.

- The vendor will facilitate the purchase of vouchers for incarcerated individuals at the NH State Prison in exchange for payments made from their prison accounts. Inmates shall only be required to pay the ETS fees as published by the Bureau of Adult Education.
- The vendor shall receive payments and issue vouchers for ETS fees as published by the Bureau of Adult Education in the event of restricted private contributions for adult education students.
    - The vendor may require an application for such services.

Contractor Initials
Date 1/27/21

## EXHIBIT C

### Method of Payment

**Estimated Budget**
This contract is funded with Adult Education State Non-Match Funds.

The following table includes an estimated budget:

| | FY21 | FY22 | FY23 | Total |
|---|---|---|---|---|
| Salaries | $2,800.00 | $6,240.00 | $6,427.20 | $ 15,467.20 |
| Benefits | $ 653.00 | $1,885.00 | $1,941.55 | $ 4,479.55 |
| COVID 19 Reimbursements | $5,000.00 | | | $ 5,000.00 |
| Subtest Reimbursement | $41,100.00 | $52,500.00 | $60,000.00 | $153,600.00 |
| Training Stipends | $1,400.00 | $3,500.00 | $1,750.00 | $ 6,650.00 |
| Indirect Cost | $5,095.25 | $6,412.50 | $7,011.88 | $ 18,519.63 |
| **Total** | **$56,048.25** | **$70,537.50** | **$77,130.63** | **$203,716.38** |

1. Reimbursements disbursed through this contract agreement shall be based on actual subtests administered and examiners trained.

2. The Department of Education reserves the right to increase and/or decrease contract funds subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

3. Line items in this budget may be adjusted, one to the other, of the indicated amount but in no instance can the total budget exceed the price limitation. The vendor must receive Department of Education approval prior to transferring from one line to another.

**Limitation on Price:** This Contract will not exceed **$203,716.38** without written modification signed by the parties of this agreement and approved by the Governor and Council.

**Source of Funding:** Funding for this contract is 100% State Funds from the account titled 4039 Adult Education Non-Match Funds as follows:

**Account Number:** 06-56-56-562010-40390000-602

| Acct | Class | Name | FY21 | FY22 | FY23 | Total |
|---|---|---|---|---|---|---|
| 4039 | 602 | Adult Education State Non Match | $56,048.25 | $70,537.50 | $77,130.63 | $203,716.38 |

**Method of Payment**
The vendor shall be paid on a monthly basis through the NH Department of Education's Grants Management System,

1. Payments for services under this contract are limited to reimbursement for actual expenses incurred in the fulfillment of this agreement during the contract period. Reimbursement for expenses after June 30, 2023 shall not be accepted for payment.

Contractor Initials 1/22/21
Date

2. A final payment request shall be submitted no later than forty-five (45) days after the contract ends. Failure to submit the invoice by this date could result in non-payment.

3. The vendor shall maintain sufficient documentation on file in their offices to support invoices and make such documentation available for review by authorized NH DOE, Bureau of Adult Education and/or its auditors. The Bureau of Adult Education will verify monthly reports through the Education Testing System Administration Portal.

4. The Contractor shall adhere to all cash management policies and procedures stipulated in the body of this agreement, and all other applicable State, and the DOE cash management regulations and policies, including monthly accrual reporting.

Contractor Initials_____
Date_____

## EXHIBIT D

### Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address **administrative, contractual, or legal remedies** in instances where the 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
Date 1/22/21

## EXHIBIT E

### Federal Debarment and Suspension

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

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

   2. Does not have a proposed debarment pending;

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

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

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

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

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

Contractor Initials 1/22/21
Date

**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/sfllin.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 1/27/21
Date

## EXHIBIT G

### Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality Rights to Inventions Made Under a Contract or Agreement

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

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

**Confidentiality**

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

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

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

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

**Ownership of Intellectual Property**

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

Contractor Initials _____
Date 1/22/21

# 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 SECOND START is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 03, 1971. 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: 65173
Certificate Number: 0004879169

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2020.

William M. Gardner
Secretary of State

# CERTIFICATE OF VOTE

I Tom Painchaud, do hereby certify that:

1. I am a duly elected Officer of Second Start
2. The following is a true copy of the resolution duly adopted by the Executive Committee of the Board of Directors of the Agency duly held on January 22, 2021

**RESOLVED:** That the Executive Director of Second Start

Is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire Department of Education Bureau of Adult Education and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of January, 2021.
4. James B. Snodgrass is the duly elected Executive Director of the Agency.

, Board President

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 22nd day of January, 2021,

By Tom Painchaud, Board President

LAURA E. SCARCELLO
Notary Public - New Hampshire
My Commission Expires February 6, 2024

Commission Expires:

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/06/2021

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

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

PRODUCER
E & S Insurance Services LLC
21 Meadowbrook Lane
P O Box 7425
Gilford NH 03247-7425

CONTACT NAME: Eleanor Spinazzola
PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188
E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AmTrust Financial Services, Inc. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Second Start
17 Knight Street
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 2021 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | [redacted] | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | [redacted] | 12/31/2020 | 12/31/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | Uninsured motorist | $ 1,000,000 |
| A | [X] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | [redacted] | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE | $ 2,000,000 |
| | | | | | | | AGGREGATE | $ 2,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | [ ] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

CERTIFICATE HOLDER

NH of Dept of Education Bureau of Adult Education
21 South Fruit St, Suite 20
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fairley Kennelly

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Granite State Healthcare
and Human Service Trust

PO Box 4197
Concord, NH 03302-4197

Issue Date 01/06/2021

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

# Certificate Of Insurance

**CERTIFICATE HOLDER**

NH Department of Education
Bureau of Adult Education
21 South Fruit Street, Suite 20
Concord, NH 03301

**Companies Affording Coverage**

| | | |
|---|---|---|
| COMPANY LETTER | A | The Granite State Healthcare And Human Services Self-Insured Group Trust |
| COMPANY LETTER | B | Midwest Employers Casualty Corp. |

This policy is effective on 2/1/2020 12:00 AM, and will expire on 2/1/2021 12:00 AM. This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

**COVERAGES**

This is to certify that the Workers' Compensation and Employer's Liability Insurance has been issued to the insured named above for the policy period indicated, not withstanding 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.

| Type of Insurance/Carrier | Policy Number | Policy Effective | Policy Expiration | LIMITS | |
|---|---|---|---|---|---|
| Workers' Compensation & Employer's Liability<br>The Granite State Healthcare And Human Services Self-Insured Group Trust | [redacted] | 2/1/2020 12:00 AM | 2/1/2021 12:00 AM | W/C Statutory Limits<br>E.L. Each Accident<br>E.L. Disease - Pol Limit<br>E.L. Disease - Each Emp | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| Excess Insurance<br>Midwest Employers Casualty Corp | [redacted] | 2/1/2020 12:00 AM | 2/1/2021 12:00 AM | Workers' Compensation<br>Employer's Liability | Statutory<br>$1,000,000 |

**Description of Operations:**

☐ Excluded Officer

Covering operations of the insured during the policy term. Per NH Law, additional insured and waiver of subrogation are not allowed on workers' comp. COIs.

**MEMBER**

Second Start
17 Knight Street
Concord, NH 03301

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

01/06/2021

Authorized Representative — Date