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MLC



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

August 3, 2023

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

REQUESTED ACTION

For submission on the consent calendar. Authorize the Department of Education, Division of Learner Support to amend an existing **sole source** contract with Gallup, Inc. (VC# 423145) Washington, DC, by extending the end date from September 30, 2023 to November 30, 2023 with no increase to the price limitation to conduct a research project including an analysis of quantifying families' attitudes and experiences with public education and reasoning for choosing to exit public schooling, effective upon Governor & Council approval. The original contract was approved by Governor and Council on October 19, 2022 (Item # 89). 100% Federal Funds.

EXPLANATION

This request is **sole source** because there were no responses to the Request for-Proposal. Gallup has been a trusted name in survey research for over 80 years, gathering and reporting the will of U.S. adults and their children on a variety of topics, including education. Gallup offers significant methodological expertise and a deep understanding of K-12 education that will enable it to conduct highly complex research throughout New Hampshire. Gallup partners with many government agencies to work on similar proposed studies and has developed and validated a growing database of questions that assess public perception of K-12 education at the state and local levels. Gallup works with each partner organization to identify the most important issues they face and develop a specific research design that addresses those needs.

New Hampshire is experiencing an increase in the number of parents in the state choosing to move their children from the public education system to home education and private schools. Nationally, the proportion of families educating their children at home doubled from 2000 to

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2016 (1.7% to 3.3%). A 2020 Gallup poll estimated that 10% of American families planned to homeschool their children. This figure has returned to pre-pandemic levels at 4% in 2021. While New Hampshire is not alone in its trend toward home education, understanding why an increasing number of families in the state are opting to educate their children at home, or switching to private schools, is crucial.

Gallup, Inc. is conducting a research project for NHED to collect data on perspectives of parents who opt out of the public school system and choose to either home educate their children or send their children to a private school. Gallup is responsible for all aspects of the survey design, data collection activities, analysis, and reporting. The final report will include major findings from the research, including narration and graphical presentations of insights, and a deidentified dataset. This will enable NHED to better understand issues in our public schools so that they can be addressed and improved.

Respectfully Submitted,



Frank Edelblut
Commissioner of Education

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education (NHED), hereinafter "the Agency," and Gallup, Inc. (VC# 423145) Washington, DC, hereinafter "the Contractor", and pursuant to an agreement between the parties that was approved by Governor and Council on October 19, 2022 (Item #89), hereby agree to modify same as follows:

1. Amend Section 1.7 of form P-37 by removing September 30, 2023 and replacing with November 30, 2023.
2. All other provisions of this agreement shall remain in full force and effect as originally set forth; and
3. This amendment shall commence upon Governor and Council approval through November 30, 2023.

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

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

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

Division of Commissioner's Office

By:  8/9/2023
Frank Edelblut, Commissioner of Education Date

Gallup Inc.
Contractor

By:  8-7-23
Stephanie Marken, Partner Date

Approved as to form, substance and execution by the Attorney General this 9 day of August, 2023.


Elizabeth Brown, Division of Attorney General Office

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

By: _____

Certificate of Attestation

I, Joe Daly, hereby certify that I am a duly appointed representative of
(Name)

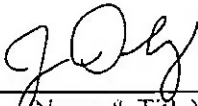
The Gallup Organization. I hereby certify that Stephanie Marken, Partner, is duly
(Name of Business) (Name & Title of person who signed contract)

authorized to execute contracts on behalf of The Gallup Organization and may bind the
(Name of Business)

organization thereby.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: August 3, 2023

Attest:  Senior Partner
(Name & Title)

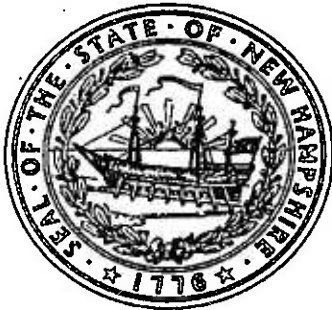
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GALLUP, INC. is a Delaware Profit Corporation registered to do business in New Hampshire as THE GALLUP ORGANIZATION on August 31, 1998. 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: 250234

Certificate Number: 0006245820



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Inc. 2405 Grand Boulevard, Suite 900 Kansas City, KS 64108	CONTACT NAME: Marsh U.S. Operations		
	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0803	
E-MAIL ADDRESS: Kansascity.certrequest@marsh.com			
CN101284123-GAWU2-23-24 INSURED Gallup, Inc. Attn: Ken Andersen 1001 Gallup Drive Omaha, NE 68102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
	INSURER B : N/A		N/A
	INSURER C : New Hampshire Insurance Company		23841
	INSURER D : National Union Fire Insurance Company		19445
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CHI-010132130-03 **REVISION NUMBER:** 7

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:				03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	Y/N N/A <input checked="" type="checkbox"/> N N/A				03/01/2023	03/01/2024	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire 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 Inc.</i>
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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

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

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September 14, 2022

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

REQUESTED ACTION

Authorize the Department of Education, Division of Learner Support, to enter into a **sole source** contract with Gallup, Inc. (423145) Washington, DC, in an amount of \$343,652 to conduct a research project including an analysis of quantifying families' attitudes and experiences with public education and reasoning for choosing to exit public schooling, effective upon Governor and Council approval through September 30, 2023. 100% Federal Funds

Funds to support this request are available in FY 23 and anticipated to be available in FY 24 in the account titled ESSER III – ARP Act, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

	<u>FY 23</u>	<u>FY 24</u>	<u>Total</u>
06-56-56-562010-24370000-102-500731 Contracts for Program Services	\$274,922	\$68,730	\$343,652

EXPLANATION

This request is **sole source** because there were no responses to the Request for Proposal. A request for proposals was posted on the Department of Administrative Services and New Hampshire Department of Education (NHED) websites on December 18, 2020. The NHED was seeking proposals from qualified vendors to conduct a survey and research project on families' experiences in public education, in order to look into why families are choosing to exit their children from public schooling.

Gallup has been a trusted name in survey research for over 80 years, gathering and reporting the will of U.S. adults and their children on a variety of topics, including education. Gallup offers significant methodological expertise and a deep understanding of K-12 education that will enable it to conduct highly complex research throughout New Hampshire. Gallup partners with many government agencies to work on similar proposed studies and has developed and validated a growing database of questions that assess public perception of K-12 education at the state and local levels. Gallup works with each partner organization to

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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identify the most important issues they face and develop a specific research design that addresses those needs.

New Hampshire is experiencing an increase in the number of parents in the state choosing to move their children from the public education system to home education and private schools. Nationally, the proportion of families educating their children at home doubled from 2000 to 2016 (1.7% to 3.3%). A 2020 Gallup poll estimated that 10% of American families planned to homeschool their children. This figure has returned to pre-pandemic levels at 4% in 2021. While New Hampshire is not alone in its trend toward home education, understanding why an increasing number of families in the state are opting to educate their children at home, or switching to private schools, is crucial.

Gallup, Inc. will conduct a research project for NHED to collect data on perspectives of parents who opt out of the public school system and choose to either home educate their children or send their children to a private school. Gallup will be responsible for all aspects of the survey design, data collection activities, analysis, and reporting. The final report will include major findings from the research, including narration and graphical presentations of insights, and a deidentified dataset. This will enable NHED to better understand issues in our public schools so that they can be addressed and improved.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:mw:cmr

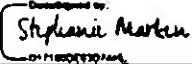

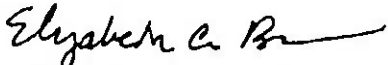
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Education		1.2 State Agency Address 25 Hall Street, Concord, NH 03301	
1.3 Contractor Name Gallup, Inc. d/b/a The Gallup Organization		1.4 Contractor Address 901 F Street NW, Washington, DC 20004	
1.5 Contractor Phone Number 202-715-3084	1.6 Account Number See Exhibit C	1.7 Completion Date September 30, 2023	1.8 Price Limitation \$343,652
1.9 Contracting Officer for State Agency Melissa White, Division Director		1.10 State Agency Telephone Number 603-271-3855	
1.11 Contractor Signature  Date: 9/22/2022		1.12 Name and Title of Contractor Signatory Stephanie Marken, Partner	
1.13 State Agency Signature  Date: 10/5/2022		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Elizabeth Brown, Attorney On: 10/5/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials DS
SM
Date 9/22/2022

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 assets 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 SM
Date 9/22/2022

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.

EXHIBIT A

Special Provisions

Additional Exhibits D-G

Federal Certification 2 CFR 200.415

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

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

EXHIBIT B

Scope of Services

Gallup, Inc., d/b/a The Gallup Organization "Gallup", (Vendor Code 423145) will conduct a research project including an analysis of quantifying New Hampshire families' attitudes and experiences with public education and reasoning for choosing to exit public schooling effective upon Governor and Council approval through September 30, 2023.

Task 1. Survey and Sample Design and Cognitive Testing

Gallup will work with the New Hampshire Department of Education (NHED) team to develop a custom survey that helps NHED understand why parents and families are opting for public school alternatives, including homeschool and private school arrangements.

Gallup will conduct a series of working sessions with the team to identify the topics that will be included in the survey and the demographic variables the survey should capture to ensure analysis can be conducted at the subgroup level. Examples of topics that may be covered in the survey include:

- What is the family's experience with the public school system?
 - Have parents always homeschooled/sent their children to private school, or is this a more recent transition?
 - At what grade level(s) did the parents opt out of the public school system, and why?
- What are the main reasons the parents opted out of the public school system?
 - What were the major drivers of choosing a homeschool or private school arrangement?
 - Were they related to health, safety, quality of education, family interactions with teachers/schools, or something else?
- Do these parents/families intend to return to the public school system? Why/why not?
- What would need to change in order for parents/families to return to the public school system?
- What are advantages and disadvantages of homeschooling/educating their child in the private school system?
- How did the pandemic impact parents' decisions to opt out of the public school system, if at all?

Gallup will use an iterative approach to developing the survey instrument, preparing draft surveys and soliciting feedback from the team throughout the survey design process until the survey is considered final.

Once the survey is considered final, Gallup will test the instrument with potential respondents using cognitive interviewing to ensure all items are clear, easy to read and measure the intended concepts.

Gallup will conduct at least 20 cognitive interviews that includes at least 10 of parents who are homeschooling their children and 10 of parents with children in private schools. The purpose of the cognitive interview process is to ensure items are clear, easy to interpret and focused on eliciting the desired information from respondents.

In the cognitive interview process, Gallup will ask participants to:

1. Discuss their interpretation of survey instructions, questions, and response choices.
2. Discuss the process in which they would go about answering the questions.
3. Provide any recommendations to clarify question wording for unclear or difficult-to-answer items.
4. Provide commentary on their views on and experiences with public school (if applicable).
5. Explain their current situation as a homeschool or private school parent.

6. Discuss features of their experiences that are going well or are hurdles.
7. Comment on whether they would ever consider placing their children in public school.

Gallup will include a series of open-ended questions at the end of the cognitive interviews that will be used to capture parents' and families' stories and provide context to the quantitative data collected through the survey. The cognitive interviews will take 90 minutes and will be conducted by phone at a convenient time for parents and families. Gallup will gain needed permissions to record the conversation so the interviews can be transcribed and verbatims can be integrated into the main report.

Deliverable: Gallup qualitative researchers will provide NHED a memo detailing the results of the first round of testing approximately one week after the final interview is conducted. The memo will also include a revised survey marked with proposed changes to address respondent difficulties during the testing process.

Timeline: Within 4-6 weeks of Governor and Council approval

Tasks 2 and 3. Survey Preparation, Programming and Testing/Data Collection

Gallup will use multiple sampling approaches to reach and recruit parents and families. Gallup will use:

1. The Gallup Panel: Gallup maintains a proprietary Panel that includes more than 100,000 U.S. adults, some of whom live in New Hampshire. Gallup will send emails to parents and families living in the state to invite them to participate, and more importantly, ask them to recommend friends or family members in the state who may be eligible to do so as well.

2. Address-based sampling: Gallup will use an address-based sampling (ABS) approach to send 10,000 letters to New Hampshire families inviting them to participate in the web-based survey. An ABS sample is generated from the United States Postal Service (USPS) computerized database of all delivery point addresses and contains more than 135 million addresses. The ABS sample frame is updated on a continuous basis using daily feedback from postal service carriers. ABS also offers the distinct advantage of being able to easily construct sample designs that target specific geographies down to the census block level, which will allow Gallup to restrict the selection to New Hampshire households. Gallup will also target households likely to have a child in the designated age range (grades K-12). The letter will share the mission and purpose of the research, a link to complete the survey online, contact information for Gallup so they can request a paper or telephone survey if they would prefer to participate that way, and encouragement to share this invitation with their friends and family members.

3. Brochures distributed through libraries and other convening spaces: Gallup will develop a study brochure that includes the mission and purpose of the research, a link to complete the survey online, answers to frequently asked questions, and a request that parents and families share the opportunity with their friends and family members. Gallup will work with local libraries and other convening spaces to obtain their permission to place brochures and invitations in their spaces.

4. Network and association recruitment of private school and homeschool parents and families: Gallup will work with associations and groups that support homeschool and private school parents and families to make parents aware of the research. In some cases, this will include working through the associations to share the invitation with parents and families. This may also include posting information about the study on social media channels and advertisements for the research in places where families access resources.

Gallup will use the combination of these sampling approaches to reach and survey parents and families, surveying a minimum of 600 parents and families, and targeting up to 750-1,000 parents and families throughout New Hampshire who have opted out of the public school system.

Gallup will use a multimode data collection method to collect data from New Hampshire families including web-based data collection to reach parents and families via an online survey. Gallup will invite participants to complete the survey via multiple methods to ensure high levels of participation. Gallup will use multiple channels to recruit respondents including leveraging parent networks and associations, mailing letters to select households, using the proprietary Gallup Panel™ and reaching parents at local convening spaces.

While Gallup finds most parents and families prefer to complete their surveys online, particularly when given alternative options, some parents and families will not have access to the internet or will prefer to complete the survey offline (via paper and pencil or telephone). Thus, Gallup will also offer parents the option to complete a paper-based survey or complete the survey by phone. In all survey communications, including letters mailed to households, information shared via brochures and information shared via social media, Gallup will let parents know the telephone number they can call to receive a paper-based version of the survey and the telephone number they can call to complete the survey with a Gallup interviewer.

Deliverable: Once data collection is complete, Gallup will combine data collected across these three distinct data collection modes (web, mail, and transcripts from phone interviews) to create a complete dataset of all New Hampshire parents and families.

Timeline: 12-14 weeks

Task 4. Data Preparation and Weighting

After data are collected, Gallup will prepare survey weights to ensure the final sample is representative of all parents throughout New Hampshire, including parents who generally respond to surveys at slightly lower rates.

Deliverable: The final weighting variables will be included in the deidentified dataset Gallup provides the NHED.

Timeline: 2 weeks

Task 5. Analysis and Reporting

Gallup will work with the NHED team to develop an analysis plan to apply to data collected through the research. The analysis plan will enumerate key research questions and identify the survey items that will address these questions and the analytical approaches that will be applied.

Gallup will conduct the analysis using an iterative approach, gathering feedback from the team throughout this process. The reporting process will follow the same iterative approach, whereby Gallup shares drafts and obtains feedback before making updates and finalizing the report. Gallup will develop a report highlighting the most important findings from this research, which will be shared in PowerPoint (PPT) or another agreed-upon format with the team. Topics explored in the report will include the main reasons parents homeschool or send their children to a private school and the extent to which these reasons differ based upon the parent demographic (e.g., education level, income, race/ethnicity, and region)

throughout New Hampshire. Gallup will also explore how these parents' experiences with public schools in the state (the length of time in which their child attended these schools and experiences doing so), impact their attitudes towards the K-12 system.

Deliverables:

1. **Transcripts** from qualitative interviews of families and parents who agree to be recorded for the purposes of the qualitative interview
2. **Detailed crosstabulations** inclusive of overall survey responses and survey responses by key demographic groups, and private school and homeschooling families
3. **A final report** highlighting the major findings from this research, including narration and graphical presentations of insights, to be delivered in PPT or another agreed-upon format based on the department's needs
4. **A deidentified dataset** inclusive of all survey responses among private school and homeschool families

Timeline: 5-7 weeks

**EXHIBIT C
Method of Payment**

Activity	FY 23	FY 24	Total
Project management, including weekly team meetings throughout the life cycle of the partnership, scheduling and hosting of meetings, preparation of agendas and detailed notes following weekly meetings	\$15,900	\$0	\$15,900
Survey design, including collaboration with the client team, drafting, updating, and resolving edits requested by the client	\$24,460	\$0	\$24,460
Qualitative interviews and transcriptions for up to 20 interviews (up to 90 minutes per interview, conducted virtually)	\$14,375	\$0	\$14,375
Participant recruitment via a series of methods, including via the Gallup Panel, address-based sampling, networks, associations, and social media. Costs include the time and physical materials required to develop collateral describing the research for the purposes of recruitment	\$174,795	\$0	\$174,795
Data collection, including programming and hosting of the survey, collection of data via telephone for respondents who request to complete their survey via phone, printed surveys for those requiring a paper-based instrument, and incentive costs associated with participation	\$45,392	\$130	\$45,522
Analysis, including preparation of crosstabulations, descriptive statistics and other analytical processes identified by the team	\$0	\$32,850	\$32,850
Reporting, including the preparation of a deidentified dataset and final report (drafted in collaboration with the client team based upon a series of working sessions and detailed feedback). The final report will be up to 25 slides in PPT format, or up to 10 pages in narrative format, and will highlight key findings, supporting evidence, and a detailed methodology statement describing how the research was conducted.	\$0	\$35,750	\$35,750
	\$274,922	\$68,730	\$343,652

Limitation on Price: Upon mutual agreement between the New Hampshire Department of Education and Gallup, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$343,652.

Funding Source: Funds to support this request are available in FY 23 and are anticipated to be available in FY 24 in the account titled ESSER III – ARP Act upon the availability and continued appropriation of funds in the future operating budget with the ability to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office without further Governor and Council approval if needed and justified.

06-56-56-562010-24370000-102-500731
Contracts for Program Services

FY 23	FY 24	Total
\$274,922	\$68,730	\$343,652

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

Melissa White
Division Director, Learner Support
Melissa.A.White@doc.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.

Revised 6-25-21

Contractor Initials SM
Date 9/22/2022

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.

Revised 6-25-21

Contractor Initials SM
Date 9/22/2022

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.

Revised 6-25-21

Contractor Initials SM
Date 9/22/2022

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.

Revised 6-25-21

Contractor Initials SM
Date 9/22/2022

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 GALLUP, INC. is a Delaware Profit Corporation registered to do business in New Hampshire as THE GALLUP ORGANIZATION on August 31, 1998. 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: 250234

Certificate Number: 0005859418



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 September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed seal.

David M. Scanlan
Secretary of State

**INCUMBENCY CERTIFICATE
OF
GALLUP, INC.**

The undersigned, Assistant Corporation Secretary of Gallup, Inc. hereby certifies and affirms:

That the following individual is a current employee of Gallup, Inc. and is hereby authorized as part of her employment at Gallup to enter into and execute contracts to sell Gallup services.

STEPANIE MARKEN – current employee of Gallup, Inc.

IN WITNESS WHEREOF, I have subscribed my name as of the 7th day of September 2022.



LISA B. KICHLER
ASSISTANT CORPORATION SECRETARY
GALLUP, INC.

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Inc. 2405 Grand Boulevard, Suite 900 Kansas City, KS 64108 CN101284123-GAWU2-22-23	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C No., Ext.): 866-966-4664	FAX (A/C No.): 212-948-0803
E-MAIL ADDRESS: Kansascity.certrequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co Pittsburgh PA		19445
INSURER B: N/A		N/A
INSURER C: New Hampshire Insurance Company		23841
INSURER D: National Union Fire Insurance Company (AIG)		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-010132130-02 **REVISION NUMBER:** 6

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		[REDACTED]	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		[REDACTED]	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		[REDACTED]			EACH OCCURRENCE \$ AGGREGATE \$
C	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	[REDACTED]	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D		N/A	[REDACTED]	03/01/2022	03/01/2023	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

CERTIFICATE HOLDER New Hampshire Department of Education 25 Hall Street 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 <i>Marsh USA Inc.</i>
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