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Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-6133
FAX (603) 271-1953

August 27, 2019

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Disability Determination Service, to enter into a **sole source** contract with Surge Temps, LLC of Manchester, NH (Vendor code 305573) in an amount not to exceed \$3,600,000 to provide full employment services to our medical and psychological consultants effective upon Governor and Council approval through June 30, 2021. This agreement includes an option to extend by up to 2 years at the discretion of the Department, Surge Temps, LLC, and upon approval of the Governor and Council. 100% Federal Funds.

Funds to support this request are anticipated to be available in the account titled Disability Determination Service, contingent upon Legislative approval of the next biennial budget.

06-56-56-56010-25500000-046-500462 Consultants	<u>FY2020</u>	<u>FY2021</u>
	\$1,800,000	\$1,800,000
Total Contract Amount	\$3,600,000	

EXPLANATION

This request is **sole source** due to a contractual change requested by the attorney general's office resulting in a change in legal entity through which the contract was executed. The original contract was competitively bid in a Request for Proposal (RFP) for DDS in the Concord Monitor and the Union Leader for the period of May 13 and 14, 2019 and posted to the department web site. A review committee consisting of Lisa Beck, Administrator IV, Lillian Day, Accountant IV and Anne Prehemo, Program Specialist IV reviewed thirteen (13) proposals that were received by the deadline.

The original contract, in combination with the individual medical consultant contracts, was approved by Governor and Council on June 19, 2019 (Item #221B, attached). Subsequent to that approval, an amendment to the contract was needed to contract with additional medical consultants. Through the amendment process, it was determined that a new contract with Surge Temps, LLC, a subsidiary company of Surge Resources, LLC, should be executed to provide

complete employment and payroll services for the same medical consultants group. In addition to the payroll services listed above, Surge Temps, LLC, would hire, provide human resource support and track work hours.

The Division of Workforce Innovation uses medical and psychological consultants to review and advise staff in the determination of eligibility for clients in the Vocational Rehabilitation program and to assist in the determination of eligibility for Social Security disability benefits. Per Federal Regulation 20 CFR 404.1620: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly."

The Internal Revenue Service has determined these consultants do the work of employees. The employee leasing company, Surge Resources, LLC, was contracted to provide the consultants with complete payroll services, to include withholdings and pay all employer related taxes, W2's, direct deposit, garnishments, new hire W4/I9 compliance, and provide workers compensation. The DDS Serves under the Division of Workforce Innovation at the Department of Education to ensure an opportunity to have educational preparation and opportunity for employment rather residing solely in a beneficiary program within DHHS. Forty-two percent of Vocational Rehabilitation clients are Social Security Beneficiaries preparing for employment and potentially decreasing reliance on public benefits. Vocational Rehabilitation serves people with disabilities by providing services that lead to gaining and retaining employment.

The Division is required to have consultants to evaluate medical evidence and to determine its adequacy for making disability decisions. The consultants prepare an assessment of the individual's functional limitations imposed by the impairment(s). They also provide consultation in the development of internal forms, reviewing the quality of examination reports from independent vendors who are paid to provide reports to the Division concerning clients. The consultants do not perform examinations nor do they meet the disability applicant.

Upon Governor and Council approval of this new contract, the Surge Resources, LLC, and independent medical consultant contracts that were approved on June 19, 2019 (Item #221B, attached), will terminate. There is no price increase in the price limitation of \$3,600,000 through June 30, 2021. The term of this agreement may be extended by up to 2 years by the Department, at its discretion, and with the agreement of Surge Temps, subject to approval by Governor and Council.

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

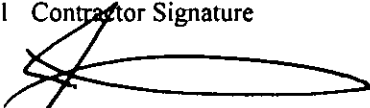
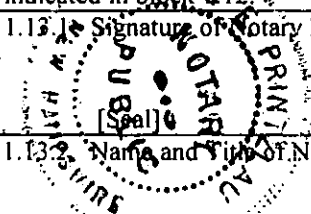
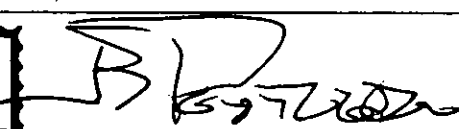
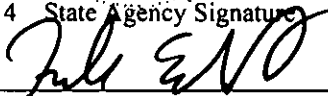


Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education		1.2 State Agency Address 21 South Fruit Street, Suite 30 Concord, NH 03301	
1.3 Contractor Name Surge Temps, LLC		1.4 Contractor Address 300 Hanover Street Manchester, NH 03104-4957	
1.5 Contractor Phone Number 603-623-0007	1.6 Account Number 25500000-046-500462	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$3,600,000.00
1.9 Contracting Officer for State Agency Frank Edelblut, Commissioner of Education		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James L. Petruccelli, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/27/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;">  <div style="border: 2px solid black; padding: 5px; text-align: center;"> JAY E PRINTZLAU Notary Public, New Hampshire My Commission Expires January 10, 2023 </div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Jay E. Printzlau, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Frank Edelblut Commissioner of Education	
Date: <u>8-30-19</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>Sept 8, 2019</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>9/3/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

7.3 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent 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.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

**P37 AGREEMENT
EXHIBIT A: THE SERVICES**

Surge Temps, LLC. ("Surge") shall provide services of licensed Physicians and Psychologists within the meaning of RSA 277-B to the New Hampshire Department of Education, Disability Determination Service ("Department") for the purpose of adjudicating social security disability claims.

In that regard, Surge shall:

- Hire and employ and pay licensed Physicians and Psychologists ("Employee") for the purpose of adjudicating social security disability claims consistent with the activities enumerated in Exhibit A-1 through A-4. The Department may refer potential Employee candidates to Surge for employment.
- Provide new hire guidance for Employees in compliance with state employment laws, W-4's and eligibility to work in the United States (form I-9).
- Track Employee time spent adjudicating social security disability claims.
- Provide complete payroll services for Employees (e.g., net pay, direct deposit, garnishment, W-2, verifications, benefit program, etc.).
- Withhold, report and pay all Employee and employer related taxes and contributions.
- Provide human resource support to Employees.
- Establish a policy that Employees shall work less than 30 hours per week.
- Require all Employees to make reasonable efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist.

The Department shall:

- Verify licensed status of Employees.
- Verify Homeland Security Presidential Directive 12 (HSPD 12) forms, including federal credit check, criminal background check and fingerprinting of Employees.
- Provide orientation and training specific to the services provided to the Department.

Contractor Initials 7P

Date 8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

**P37 AGREEMENT
EXHIBIT A-1: Chief Psychologist**

The Chief Psychologist shall:

- Demonstrate ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Assist in the recruitment and selection of medical or psychological Employees.
- Supervise and assist in the training of staff medical or psychological Employees.
- Conduct qualitative reviews of consultative examination reports and request corrective action from the consultative examination provider as needed.
- Coordinate with the Professional Relations Office of the Department to conduct routine quality analysis of consultative examination reports in order to ensure exam report standards continue to be met. Provide feedback to consultative providers as necessary.
- Recommend the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology or other specialties. Acts as ordering physician to obtain hospital testing as required.
- Review and analyze medical evidence to determine impairment severity and remaining physical or mental functional capacity for routine, highly complex, or specialized workloads, as defined by the SSA Program Operations Manual.
- Mentor and train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Attend required training.

Contractor Initials AP

Date 8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

**P37 AGREEMENT
EXHIBIT A-2: Chief Physician**

The Chief Physician shall:

- Demonstrate ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Assist in the recruitment and selection of medical or psychological Employees.
- Supervise and assist in the training of staff medical or psychological Employees.
- Conduct qualitative reviews of consultative examination reports and request corrective action from the consultative examination provider as needed.
- Coordinate with the Professional Relations Office of the Department to conduct routine quality analysis of consultative examination reports in order to ensure exam report standards continue to be met. Provide feedback to consultative providers as necessary.
- Recommend the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology or other specialties. Acts as ordering physician to obtain hospital testing as required.
- Review and analyze medical evidence to determine impairment severity and remaining physical or mental functional capacity for routine, highly complex, or specialized workloads, as defined by the SSA Program Operations Manual.
- Mentor and train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Attend required training.

Contractor Initials AP
Date 8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

**P37 AGREEMENT
EXHIBIT A-3: Staff Psychologist**

The Staff Psychologist shall:

- Demonstrate ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Conduct qualitative reviews of consultative examination reports and refer corrective action from the consultative examination provider as needed to Chief Psychologist.
- Recommend the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology or other specialties.
- Review and analyze medical evidence to determine impairment severity and remaining physical or mental functional capacity for routine, highly complex, or specialized workloads, as defined by the SSA Program Operations Manual. Highly complex or specialized workloads may be referred to the Chief Psychologist.
- Mentor and train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Attend required training.

Contractor Initials

AP

Date

8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

**P37 AGREEMENT
EXHIBIT A-4: Staff Physician**

The Staff Physician shall:

- Demonstrate ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Conduct qualitative reviews of consultative examination reports and refer corrective action from the consultative examination provider as needed to Chief Physician.
- Recommend the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology or other specialties.
- Review and analyze medical evidence to determine impairment severity and remaining physical or mental functional capacity for routine, highly complex, or specialized workloads, as defined by the SSA Program Operations Manual. Highly complex or specialized workloads may be referred to the Chief Physician.
- Mentor and train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Attend required training.

Contractor Initials AP
Date 8/21/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

P37 AGREEMENT

**EXHIBIT B:
THE AGREEMENT PRICING, METHOD OF PAYMENT AND TERMS OF PAYMENT**

Surge will charge a Service Fee for all its services set out in Exhibit A, A-1, A-2, A-3, and A-4.

The Service fee shall be comprised of:

- Gross Payroll for Employees based on Hourly and Maximum Payroll Rate Schedule on Exhibit B-1.
- Employer cost shall be comprised of employer related taxes, contributions and other statutory costs. Such costs shall be equal to 11.48% of payroll at the initiation of this Agreement and shall be adjusted upward or downward in the event of a statutory change in the rate.
- Per check charge of twenty dollars (\$20.00) per Employee check processed.

For purposes of illustration, if Employee, Chief Psychologist, has a gross weekly payroll of \$585.00, the Surge invoice would be \$672.16, comprised of \$585.000 of gross payroll, plus Employer Cost of \$67.16 ($\$585.00 * .1148$), plus Per check charge of \$20.00.

Funds for this Agreement are 100% Federal Funds from the account titled Disability Determination Services, 06-56-56-565010-25500000-046-500462. In the event Federal Funds are no longer available, Agreement may be terminated or suspended.

Invoices will be provided biweekly and are due upon receipt.

Surge and the Department shall have no obligation to continue to provide services if invoices fall eight days in arrears.

Contractor Initials AL

Date 8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

P37 AGREEMENT

**EXHIBIT B-1:
Hourly and Maximum Payroll Rate Schedule**

Employee Name	Employee Category	Gross Hourly Wage Rate	Maximum Salary FY 2020	Maximum Salary FY 2021
Bibeau, Carole	Staff Physician	\$75.00	\$105,750.00	\$105,750.00
Bradley, Peter	Staff Physician	\$77.00	\$88,704.00	\$88,704.00
Dorsey, Diana	Staff Physician	\$90.00	\$99,360.00	\$99,360.00
Jaffe, Jonathan	Staff Physician	\$89.00	\$92,026.00	\$92,026.00
Jamieson, William	Staff Psychologist	\$90.00	\$49,680.00	\$66,240.00
Kalfas, Nicholas	Chief Psychologist	\$100.00	\$104,000.00	\$104,000.00
Kirmes, William	Staff Physician	\$75.00	\$66,600.00	\$86,400.00
Landerman, Laura	Staff Psychologist	\$90.00	\$126,900.00	\$126,900.00
MacEachran, John	Chief Physician	\$95.00	\$109,440.00	\$109,440.00
Rosenthal, Louis	Staff Physician	\$85.00	\$74,800.00	\$74,800.00
Schneider, Michael	Staff Psychologist	\$90.00	\$126,900.00	\$126,900.00
Stenslie, Craig	Staff Psychologist	\$90.00	\$129,600.00	\$129,600.00
Trice, James	Staff Physician	\$90.00	\$79,200.00	\$79,200.00
Name (s) to be determined	Staff Physician/ Psychologist	\$75.00	\$73,500.00	\$96,600.00

Establish a policy that physicians and psychologists will remain within their maximum salaries, for either fiscal year.

In the event Surge hires additional Staff Physician(s) or Staff Psychologist(s), they will make a gross hourly wage of \$75.00, with a maximum salary for FY 2020 and FY 2021 as indicated above.

Contractor Initials AP
Date 8/27/19

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION**

P37 AGREEMENT

**EXHIBIT C:
Special Provisions**

- The term of this Agreement may be extended by up to 2 years by the Department, at its discretion, and with the agreement of Surge, subject to approval by Governor and Council.

- Modification of P37: Item 11:

SURGE'S RELATION TO THE STATE. In the performance of this Agreement, Surge is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Surge 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.

Contractor Initials AP
Date 8/27/15

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 AL
Date 8/27/19

Exhibit E

Federal Debarment and Suspension

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

Contractor Initials

Date

AP
8/27/19

Exhibit F**Anti-Lobbying**

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

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

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

Date 8/27/19

Exhibit G

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

Rights to Inventions Made Under a Contract or Agreement

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

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

Confidentiality

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

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

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

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

Ownership of Intellectual Property

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

Contractor Initials

Date

AP
8/2/19

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SURGE TEMPS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 20, 1994. 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: 218242

Certificate Number: 0004551892



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of July A.D. 2019.

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

William M. Gardner
Secretary of State

SURGE TEMPS, LLC

CERTIFICATE OF MEMBER'S ACTION

The undersigned, being the sole Member of Surge Temps, LLC, a New Hampshire limited liability company (the "Company") hereby certifies that a special meeting of the members of the Company was held on August 27, 2019, at 3:00 pm, with all the Members being present, having waived notice of the time, place and purposes of the meeting.

Upon motion duly made, the following resolution was unanimously adopted by the Members of the Company:

RESOLVED: That the Company shall negotiate and, upon successful conclusion of negotiation, enter into a staffing relationship with the State of New Hampshire, Department of Education, to provide employment of certain medical professionals (Medical Consultants) to the State upon such terms and conditions as the Company may determine and negotiate;

AND IT WAS FURTHER RESOLVED: that James L Petruccelli, Vice President, is authorized to act on behalf of the Company in all matters related to this potential business opportunity and resultant business relationship;

WITNESS the signature of the Member this 27th day of August, 2019:

Surge PEO Holdings, LLC, sole member

A handwritten signature in black ink, appearing to read 'G. Attar', written over a horizontal line.

George R Attar, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2019

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 Crystal IBC, LLC 32 Old Slip Fl 17 New York NY 10005	CONTACT NAME: _____	
	PHONE (AG No. Ext): _____	FAX (AG No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

INSURED GPBPEOH-01
 GPB PEO Holdings, LLC
 535 West 24th Street, Floor 4
 New York NY 10011

COVERAGES

CERTIFICATE NUMBER: 323789428

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.

USER 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 type="checkbox"/> LOC OTHER: _____			██████████	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			██████████	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			██████████	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			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)

Named Insured Schedule:
 GPB PEO Holdings, LLC
 GPB PEO Acquisition, LLC
 Matrix PEO Holdings, LLC
 Surge PEO Holdings, LLC
 Surge Resources, LLC
 Surge Resources II, LLC
 Surge Temps, LLC
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Education
 Disability Determination Services
 21 S. Fruit Street, Suite 30
 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2019

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 Stonehenge Insurance Solutions, Inc. 250 Tequesta Drive Suite 306 Tequesta, FL 33469	CONTACT NAME: Stonehenge Insurance	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: certs@stonehengeis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Atlantic Charter Insurance Company		44326
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
SURGE TEMPS, LLC
300 HANOVER STREET
MANCHESTER, NH 03104


COVERAGES **CERTIFICATE NUMBER:** KE4VUGG7 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A		01/07/2019	01/07/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire - NH Department of Education DBA: Disability Determination Services 21 South Fruit Street Suite 30 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 
---	--

21

221B 9B



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

May 30, 2019

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

REQUESTED ACTION

1. Authorize the New Hampshire Department of Education, Disability Determination Services Bureau (DDS) to enter into a contract with Surge Resources, LLC, of Manchester NH (Vendor Code 305573) in an amount not to exceed \$3,600,000 to provide payroll services for Medical/Psychological Consultants, effective upon Governor and Council approval for the period of July 1, 2019 through June 30, 2021. 100% Federal Funds.
2. Contingent upon approval of #1 above, authorize the Department of Education, Disability Determination Services Bureau, to enter into contracts with medical and psychological consultants shown below, in an amount not to exceed \$1,922,080, of the amount noted in Requested Action #1 above, to conduct medical decisions, effective upon Governor and Council approval for the period of July 1, 2019 through June 30, 2019. The below contracts will be paid through the contract with Surge Resources, LLC. 100% Federal Funds.

Funds to support this request are anticipated to be available in account titled Disability Determination Service, contingent upon Legislative approval of the next Biennial Budget.

06-56-56-565010-25500000-046-500462	<u>FY 2020</u>	<u>FY 2021</u>
(Consultants)	\$1,800,000	\$1,800,000
Total Contract Amount	\$3,600,000	

The individuals to be contracted with are as follows:

	<u>Vendor Code</u>	<u>FY 2020</u>	<u>FY 2021</u>
Carole Bibeau, MD	280728	\$105,750	\$105,750
Peter Bradley, MD	218701	\$ 88,704	\$ 88,704
Diana Dorsey, MD	279013	\$ 99,360	\$ 99,360
Jonathan Jaffe, MD	168181	\$ 92,026	\$ 92,026
William Jamieson, Ph.D.	163997	\$ 49,680	\$ 66,240
Laura Landerman, Ph.D.	203544	\$126,900	\$126,900
John MacEachran, MD	206950	\$109,440	\$109,440
Louis Rosenthal, MD	160932	\$ 74,800	\$ 74,800
Michael Schneider, PsyD.	163027	\$126,900	\$126,900
James Trice, MD	218516	<u>\$ 79,200</u>	<u>\$ 79,200</u>
Total per year		\$952,760	\$969,320
Total of all contracts	\$1,922,080		

EXPLANATION

The Division of Workforce Innovation uses medical and psychological consultants to review and advise staff in the determination of eligibility for clients in the Vocational Rehabilitation program and to assist in the determination of eligibility for Social Security disability benefits. Per Federal Regulation 20 CFR 404.1620: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly."

The chief medical and chief psychological consultants, in addition to these duties, resolve difficult medical issues and provide training. The consultants must maintain current licensure in the state.

The DDS serves under the Division of Workforce Innovation at the Department of Education to ensure an opportunity to have educational preparation and opportunity for employment rather residing solely in a beneficiary program within DHHS. Forty-two percent of Vocational Rehabilitation clients are Social Security beneficiaries preparing for employment and potentially decreasing reliance on public benefits. Vocational Rehabilitation serves people with disabilities by providing services that lead to gaining and retaining employment.

Relative to Requests #1. The Internal Revenue Service has determined these consultants do the work of employees. The employee leasing company, Surge Resources, LLC, is needed to provide the consultants with complete payroll services, to include withholding and pay all employer related taxes, W2's, direct deposit, garnishments, new hire W4/19 compliance, and provide workers compensation.

The Department prepared and published a Request for Proposal (RFP) in the Concord Monitor and the Union Leader for the period of March 12, March 13 and March 14, 2019 and posted on the Department website. A review committee consisting of Lisa Beck, Administrator IV, Lillian Day, Accountant IV and Cheryl Hobart, Program Specialist I reviewed the (1) proposal received on 4/25/2019. The (1) proposal met the criteria of the Request for Proposal. See (Attachment A).

Relative to Request #2. The Division is required to have consultants to evaluate medical evidence and to determine its adequacy for making disability decisions. The consultants prepare an assessment of the

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 30, 2019

individual's functional limitations imposed by the impairment(s). They also provide consultation in the development of internal forms, reviewing the quality of examination reports from independent vendors who are paid to provide reports to the Division concerning clients. The consultants do not perform examinations nor do they meet the disability applicant.

The Department prepared and published a Request for Proposal (RFP) for DDS Staff Chief Medical and Chief Psychological Consultants in the Concord Monitor and the Union Leader for the period of May 13, 2019, May 14, 2019 and posted on the Department website. A review committee consisting of Lisa Beck, Administrator IV, Lillian Day, Accountant IV and Anne Prehemo, Program Specialist IV reviewed (13) proposals that were received by the deadline. All 13 met the criteria of the Request for Proposal. See (Attachment B).

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

Employee Leasing Scores 2019

- 1. Statement outlining the services to be provided. 40 Points
- 2. Employee Leasing companies proposed bid. 40 Points
- 3. Employee Leasing Company licensed in the State of New Hampshire. 20 Points

<u>Bidder</u>	<u>Evaluation Criteria</u>	<u>Reviewer #1</u> <u>Lisa Beck</u>	<u>Reviewer #2</u> <u>Lillian Day</u>	<u>Reviewer #3</u> <u>Cheryl Hobart</u>
Surge Resources, LLC.	1.	40	40	40
	2.	35	35	35
	3.	20	20	20
	Total	95	95	95

Attachment B

SCORING FOR REVIEW OF FY 20/21 MEDICAL CONSULTANT SERVICE.

Proposal Criteria in the RFP

Capacity and Knowledge	50 points
References, Credentials and Licensing	10 points
Experience reviewing, assessing and applying program policy	30 points
HSPD 12	<u>10 points</u>
Possible Points	100 points

Thirteen (13) RFPs' were received and scored.

	Consensus
Dr. Bibeau, MD, MS	100
Dr. Bradley, MD	99
Dr. Dorsey, MD	100
Dr. Jaffe, MD	95
Dr. Jamieson, Ph.D	99
Dr. Landerman, Ph.D	95
Dr. MacEachran, MD	99
Dr. Rosenthal, MD	100
Dr. Schneider, Psy.D	95
Dr. Trice, MD	82

An RFP review occurred on Tuesday, May 20, 2019. The RFP review panel consisted of the following employees from the Department of Education/Disability Determination.

Lisa Beck, Administrator IV. Mrs. Beck brings seven years of Administrative & Supervisory experience developing and monitoring contracts for the state. She offers a wide range of experience related to providing service to the public.

Lillian Day, Accountant IV. Ms. Day brings ten years working with state contracts and over 15 years with the budgeting system. She is the Accountant for the DDS, in the many years she has been with the state she has had considerable experience reviewing proposals and working with contracts.

Anne Prehemo, Program Specialist IV. Ms. Prehemo oversees the medical and psychological service vendors who provide staff services and consultative exam services to the disability process. As Professional Relations Officer, she serves as the liaison with the medical community having done so successfully for twelve years.