

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
Page 2 of 2

management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data.

Since DRA began contracting for temporary data entry services in November 2012, it has increased its full-time employment in the Document Processing Division by 10 staff members and the cost of such outside contractual services has now decreased from \$283,000 to the current request of \$105,000. In addition, for the first time since implementing its new document processing system three years ago, in FY 14 the DRA completed processing and validating all documents received during the fiscal year by June 30.

A Request for Proposal ("RFP") (RFP #2015-01) was issued and advertised on the State Purchasing website. Three companies responded to this RFP. The bid evaluation team members included: Debra Bourbeau, Document Processing Director, Kathleen Sher, Director of Audit and Michelle Mankiewicz, Supervisor IV, Document Processing Division. This team was assembled based upon each having an area of expertise in documents processing, contracts and employment law, and operational needs of the business. Accounemps, a Robert Half International company, was chosen over the other two responding agencies.

The Contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between Robert Half International and DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract shall not exceed a period of more than two (2) years.

Sincerely,

A handwritten signature in black ink, appearing to read "JTB", written over a horizontal line.

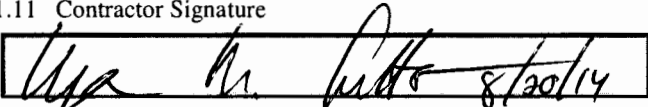
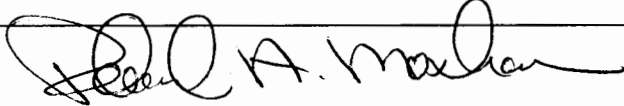
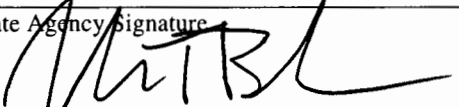
John T. Beardmore
Commissioner

Subject: Data Entry Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|---|--|---|
| 1.1 State Agency Name <u>State of NH, Department of Revenue Administration</u> | | 1.2 State Agency Address <u>109 Pleasant Street, PO Box 457, Concord NH 03302-0457</u> | |
| 1.3 Contractor Name <u>Robert Half International Inc., dba Accountemps</u> | | 1.4 Contractor Address <u>1155 Elm Street, 7th Floor, Manchester, NH 03101</u> | |
| 1.5 Contractor Phone Number <u>603-641-9400</u> | 1.6 Account Number <u>01-84-84-840030-1788</u> | 1.7 Completion Date <u>June 30, 2015</u> | 1.8 Price Limitation <u>\$105,000.00</u> |
| 1.9 Contracting Officer for State Agency <u>Debra A. Bourbeau, Director Document Processing</u> | | 1.10 State Agency Telephone Number <u>603-230-5912</u> | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory <u>Ryan Sutton, Sr. Regional Vice President</u> | |
| 1.13 Acknowledgement: State of <u>MA</u> , County of <u>Suffolk</u> On <u>8/20/14</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  | | [Seal] | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Deborah A. Moxham, Notary</u> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <u>John Beardmore, Commissioner</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara Hurlingham</u> Director, On: <u>9/4/14</u> | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Rosanne Reid</u> On: <u>8-27-14</u> | | | |
| 1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Evaluation Criteria for Temp Services Bid 2015-1

Robert Half

Experience & Qualifications of Key Staff

Ability to Comply with Project Requirements as outlined in Section 3

Cost

Total Points

| Max Pts | Kathy Sher | Michelle Mankiewicz | Deb Bourbeau | Average |
|---------|------------|---------------------|--------------|---------|
| 30 | 28 | 30 | 30 | 30 |
| 35 | 33 | 35 | 30 | 30 |
| 35 | 35 | 35 | 35 | 35 |
| 100 | 96 | 100 | 95 | 227 |

Onx Enterprise Solutions

Experience & Qualifications of Key Staff

Ability to Comply with Project Requirements as outlined in Section 3

Cost

Total Points

| Max Pts | Kathy Sher | Michelle Mankiewicz | Deb Bourbeau |
|---------|------------|---------------------|--------------|
| 30 | 15 | 25 | 20 |
| 35 | 30 | 35 | 35 |
| 35 | 0 | 20 | 10 |
| 100 | 45 | 80 | 65 |

Keystone Management Solutions

Experience & Qualifications of Key Staff

Ability to Comply with Project Requirements as outlined in Section 3

Cost

Total Points

| Max Pts | Kathy Sher | Michelle Mankiewicz | Deb Bourbeau |
|---------|------------|---------------------|--------------|
| 30 | 0 | 25 | 23 |
| 35 | 15 | 35 | 20 |
| 35 | 30 | 25 | 30 |
| 100 | 45 | 85 | 73 |

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 Revenue
Contractual Services Document**

EXHIBIT A

**Provide Temporary Services-Data entry for the State of NH
Department of Revenue Administration**

Introduction

DRA seeks qualified Data Entry Specialists to validate and, when necessary, key tax-related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success.

DRA also seeks a qualified Data Entry Lead to provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data.

Vendor Staff Requirement

The Vendor shall provide full-time personnel with the qualifications listed in Sections 2 and 3 herein for this engagement:

| Staff Title | Skills & Qualifications | Quantity |
|------------------------|------------------------------------|-----------------|
| Data Entry Lead | Data entry & Supervisory skills | One (1) |
| Data Entry Specialists | Data entry skills | Six(6) |

Term

The term of the contract shall commence upon the date of Governor and Executive Council approval of the contract up to June 30, 2015.

Data Entry Specialists and the Data Entry Lead will be provided with up to one day of hands-on training by DRA employees. The training period is included within the contract time frame.

The Contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the DRA, contingent upon sufficient funds being available, and subject to the approval of Governor and Council; however, such contract shall not exceed a period of more than two (2) years.

Contract Points Of Contact

| | |
|--|--|
| Contract Manager: Barry Roy, Branch Manager | State Point of Contact: Debra Bourbeau, Director |
| Accountemps, a Robert Half Co. | NH Dept. of Revenue |
| 1155 Elm Street | 109 Pleasant Street |
| Manchester, NH 03101 | Concord, NH 03301 |
| Tel: 603-641-9400 | Tel: 603-230-5025 |
| barry.roy@rhi.com | Debra.Bourbeau@dra.nh.gov |

Scope of Work

Accountemps ("Vendor") shall provide the Data Entry Specialists who shall consist of qualified persons familiar with the products and equipment they shall use. Data Entry Specialists shall have knowledge of, and ability to, maintain confidentiality requirements. Data Entry Specialists' work will be spot checked for errors and are expected to maintain an acceptable accuracy rate. Data Entry Specialists who fail to meet an acceptable accuracy rate will be asked to be replaced at DRA's discretion.

Vendor shall provide a Data Entry Lead familiar with performing supervisory level work, including but not limited to possessing the following skills: strong communication skills; ability to provide daily/weekly updates on status of work efforts to DRA's Point of Contact; ability to supervise work effort and time management of multiple data entry specialists; ability to perform data entry/validation work; knowledge of, and ability to, maintain confidentiality requirements. DRA's Point of Contact will communicate through the Data Entry Lead the need to dismiss from the work such Data Entry Specialists that are deemed incompetent, careless, insubordinate, otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interests of security.

Due to the highly confidential nature of the tax information contained on the forms and within the DRA systems, this work will be performed at 109 Pleasant Street in Concord, NH, and individuals assigned will need to submit to a criminal background check by completing a Criminal Record Release Authorization Form, as well as execute a Vendor Confidentiality Agreement.

The Data Entry Specialists shall validate and, when necessary, key tax-related form data. Documents have been scanned, with images and data available via Optical Character Recognition (OCR) technology. The data must be validated and, at times, keyed within the system. It is essential that the data be entered correctly; accuracy is critical to success.

The Data Entry Lead shall provide supervisory oversight and time management of the Data Entry Specialists, together with performing validation and, when necessary, keying of tax-related form data.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
CONTRACTUAL SERVICES DOCUMENT**

EXHIBIT B

The NH Department of Revenue Administration will be billed bi-weekly for Vendor services provided. The invoices will be based on the number of hours worked.

The Vendor employees will fill out time sheets for hours worked each week. The hours logged will be verified and approved by the Data Entry Lead and DRA. DRA will be invoiced by the Vendor bi-weekly for the services provided, which invoices will be based on the number of hours worked.

The approved time sheets will be sent to Robert Half International, who will then invoice the Department of Revenue Administration, Attn: Deb Bourbeau, 109 Pleasant Street, Concord, NH 03301.

Payment terms are Net 30 days.

Budget for this contract not to exceed \$105,000.00 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement: (i) Vendor shall have no obligation to continue performance of the services once the Not-to-Exceed Amount has been attained; (ii) NH Department of Revenue Administration shall have sole responsibility for monitoring fees charged in relation to the Not-to-Exceed Amount; (iii) NH Department of Revenue Administration will either terminate the assignment or increase the Not-to-Exceed Amount prior to attainment of the Not-to-Exceed Amount; and (iv) NH Department of Revenue Administration shall be responsible for all charges in the event NH Department of Revenue Administration fails to notify Vendor of termination of the assignment or fails to increase the Not-to-Exceed Amount.

| Service | Rate |
|-----------------------|-------------|
| Data Entry Specialist | \$14.30/hr |
| Data Entry Lead | \$16.82/hr |

Checks will be payable to:

Accountemps
12400 Collections Center Drive
Chicago, IL 60693

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2014 Data Entry Services

Initial and date all pages:

Initials MS Date 8/14/14

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
CONTRACTUAL SERVICES DOCUMENT**

DATA ENTRY SERVICES


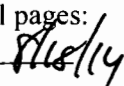
EXHIBIT C-SPECIAL PROVISIONS

1. All services performed under this Contract shall be performed between the hours of 8:00 am and 4:00 pm. Any requests for limited deviations in work hours shall be pre-approved by DRA's Point of Contact. The DRA Point of Contact requires two-day advance knowledge of said need to temporarily vary work schedule to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
2. Vendor shall ensure that all personnel shall be in appropriate business attire, which shall be neat and clean in appearance with a DRA badge identification that is visible at all times.
3. While on State property, Vendor's staff shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
4. The Vendor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service caused by Vendor's negligence or willful misconduct will be repaired at Vendor's own expense.
5. Vendor's employees shall have knowledge of data processing equipment, preferably of working within imaging systems.
6. Vendor's employees shall be able to follow simple and complex oral and written instructions, and maintain data entry requirements by following data program techniques and procedures.
7. Vendor's employees shall be able to perform data entry for the major portion of a work day.
8. Vendor's employees shall be able to communicate effectively, both orally and in writing.
9. Vendor's employees shall be able to maintain a professional and harmonious relationship with associates.
10. Vendor's employees must be able to accurately enter account data by reviewing, correcting, deleting, or re-entering data.
11. Vendor and Data Entry Lead shall participate in an initial kick-off meeting prior to the start of work. The Vendor and Data Entry Lead may participate by phone.
12. Prior to the initial kick-off meeting, Vendor shall provide resumes to the Point of Contact for DRA. Resumes shall include: candidate's educational background; overview of candidate's work history; at least two references, with contact information that can address the candidate's performance on past projects.

Page 1 of 2

2014 Data Entry Services

Initial and date all pages:

Initial  Date 


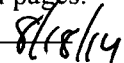
13. All Vendor Staff Requirements listed in Exhibit B shall be ready, willing, and able to work for up to twenty (20 weeks from contract start date.
14. If necessary, Vendor shall participate in status reviews weekly to discuss the status of the work effort and employee performance.
15. At all times during the term of the Contract six (6) Data Entry Specialists and one (1) Data Entry Lead shall be actively working on site at DRA.
16. Vendor's employees must execute a Vendor Confidentiality Agreement.
17. Vendor's employees must submit to a background check performed by DRA.
18. Data Entry Specialists are not permitted to use mobile phones or cameras within the work area.
19. Vendor's employees shall be allowed only in areas where work is being performed.
20. Vendor's employees shall observe all regulations or special restrictions in effect at DRA.
21. State shall supervise Vendor's employees providing services to State. State shall not permit or require a temporary employee (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements (including SEC documents), (iii) to make any management decisions, (iv) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, (v) to operate machinery (other than office machines) or automotive equipment or (vi) to perform services remotely (e.g., on premises other than State's or State's customer's premises), or to use computers, software or network equipment owned or licensed by the temporary employee. Since Vendor is not a professional accounting firm, State agrees that it will not permit or require Vendor's temporary employees (a) to render an opinion on behalf of Vendor or on State's behalf regarding financial statements, (b) to sign the name of Vendor on any document or (c) to sign their own names on financial statements or tax returns.
22. Vendor checks references and determines qualification and skills only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first assignment.
23. Vendor will have no duty of indemnification with respect to any acts or omissions of the State. Section 13 of the Agreement is modified to insert the word "negligent" before the words "acts or omissions of the Contractor."
24. Vendor shall not be prohibited from hiring or representing employees of State who come to Vendor through indirect means.
25. This Agreement is only applicable to, and the only Vendor branch or division obligated under this Agreement, is the Accountemps division of the Manchester, NH branch located at the address listed in Section 1.4 of the Agreement.

26. Criminal Background checks. DRA and RHI hereby agree to add an additional clause to Exhibit C to provide that RHI will reimburse DRA for the cost of background checks associated with any replacement Data Entry Specialists and Data Entry Lead.

Page 1 of 2

2014 Data Entry Services

Initial and date all pages:

Initial  Date 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2014

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

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

| PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. License #0726293 505 North Brand Boulevard, Suite 600 Glendale, CA 91203-3944 | CONTACT NAME: Robert Half Certificates PHONE (A/C No. Ext): 818-539-1463 FAX (A/C No): 818-539-1801 E-MAIL ADDRESS: roberthalf_certificates@ajg.com | | | | | | | | | | | | | | | | | | | | |
|---|--|-------------------------------|--|--------|------------|----------------|-------|------------|---------------------------------|-------|------------|--------------------|-------|------------|--------------------------|-------|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>FEDERAL INS CO</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td>INSURANCE CO OF THE STATE OF PA</td> <td>19429</td> </tr> <tr> <td>INSURER C:</td> <td>LIBERTY MUT INS CO</td> <td>23043</td> </tr> <tr> <td>INSURER D:</td> <td>LIBERTY SURPLUS INS CORP</td> <td>10725</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | FEDERAL INS CO | 20281 | INSURER B: | INSURANCE CO OF THE STATE OF PA | 19429 | INSURER C: | LIBERTY MUT INS CO | 23043 | INSURER D: | LIBERTY SURPLUS INS CORP | 10725 | INSURER E: | | | INSURER F: | |
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| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED Robert Half International Inc. including Accountemps 2613 Camino Ramon San Ramon, CA 94583 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 41032568

REVISION NUMBER:

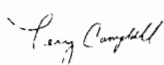
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 |
|----------|--|-----------|----------|----------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | X | | 35796687 | 06/01/14 | 06/01/15 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employer Liability \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap Employer Liab <input checked="" type="checkbox"/> in OH, WA, WY, ND GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| A | AUTOMOBILE LIABILITY | | | 73233217 | 06/01/14 | 06/01/15 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Ded: \$1,000 \$ Coll. Ded: \$1,000 |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | 79217107 | 06/01/14 | 06/01/15 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 049901191-AOS/049901195-CA | 06/01/14 | 06/01/15 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| B | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | WC | 06/01/14 | 06/01/15 | E.L. EACH ACCIDENT \$ 1,000,000 |
| B | If yes, describe under DESCRIPTION OF OPERATIONS below | | | See attached supplemental | 06/01/14 | 06/01/15 | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Crime/Fidelity | | | FI4NAAS50002 | 03/31/14 | 03/31/15 | Each Loss 3,000,000 |
| D | Professional Liability | | | E05N41941010 | 03/31/14 | 03/31/15 | PerClaim/Aggregate 5,000,000 |
| A | Personal Property w/ TIB | | | 35796687 | 06/01/14 | 06/01/15 | Property Limit 500,000 |

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

Certificate Holder is deemed Additional Insured on the above referenced General Liability policy as required by written contract for liability arising out of the Named Insureds' acts or omissions. Please refer to attached Chubb General Liability form 80-02-2367 for scope of Additional Insured status.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| State of New Hampshire, Department of Revenue 109 Pleasant St. Concord, NH 03302-0457 USA | 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  |
|--|--|

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Liability Insurance

Endorsement

| | |
|------------------------|---|
| <i>Policy Period</i> | JUNE 1, 2014 to JUNE 1, 2015 |
| <i>Effective Date</i> | JUNE 1, 2014 |
| <i>Policy Number</i> | 3579-66-87 SFO |
| <i>Insured</i> | Robert Half International Inc. (see Named Insured Endt.) |
| <i>Name of Company</i> | Federal Insurance Company |
| <i>Date Issued</i> | JUNE 1, 2014 |

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Scheduled Person Or Organization

Subject to all of the terms and conditions of this insurance, any person or organization shown in the Schedule, acting pursuant to a written contract or agreement between you and such person or organization, is an **insured**; but they are **insureds** only with respect to liability arising out of your operations, or your premises, if you are obligated, pursuant to such contract or agreement, to provide them with such insurance as is afforded by this policy.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
- damages arising out of their sole negligence

Liability Endorsement
(continued)

Schedule

Additional Insured - any person, party or entity for whom the Insured has agreed, prior to loss, to provide coverage as respects the Insured's operations and/or facilities owned or used by the Insured.

All other terms and conditions remain unchanged.

2014-2015 RHI Workers Compensation Policy Numbers

| <u>Policy#</u> | <u>States</u> | <u>Policy Entity</u> | <u>Eff. Date</u> | <u>Exp. Date</u> | <u>Issuing Company</u> |
|----------------------|--|----------------------|------------------|------------------|-------------------------------|
| RHI/PROTIVITI | | | | | |
| 049901191 | AOS:AL,AR,CO,CT,DC,DE,HI,IA,I D,IN,KS,LA,MD,MI,MN,MO,MT,NE, NM,NV,NY,OK,OR,RI,SC,TN,TX | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901192 | IL,KY,NC,NH,UT | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901193 | NJ, PA | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901194 | AZ, GA, VA | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901195 | CA | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901196 | FL | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901197 | MA, WI | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 027527602 | ME | RHI/ Protiviti | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |

| | | | | | |
|------------------|----|-----------|----------|----------|-------------------------------|
| BENCHMARK | | | | | |
| 049901198 | NV | Benchmark | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901199 | IL | Benchmark | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901201 | CA | Benchmark | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |

| | | | | | |
|------------------------------------|---|------------------|----------|----------|-------------------------------|
| PROTIVITI GOV. SERVICES | | | | | |
| 049901202 | AOS-CO,DC,DE,IA,MD,MN, NM, NY,OK,SC,TX | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901203 | IL,NH, UT | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901204 | PA | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901205 | GA, VA | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901206 | CA | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 049901207 | MA, NJ | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |
| 027527603 | FL | Prot. Govt. Svs. | 6/1/2014 | 6/1/2015 | Ins. Co. of the State of Penn |

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
08/13/2014

NAME OF INSURED: Robert Half International Inc. including Accountemps

Additional Description of Operations/Remarks from Page 1:

Additional Information:

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 ACCOUNTEMPS is a New Hampshire trade name registered on June 9, 1988 and that ROBERT HALF INTERNATIONAL INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of August, A.D. 2014


A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

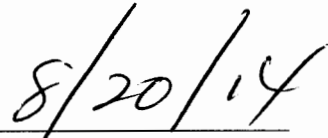
CERTIFICATE OF INCUMBENCY

I do hereby certify that Ryan Sutton, Vice President and Regional Manager of Robert Half International Inc. is authorized to sign the State of New Hampshire Department of Revenue Data Entry Services Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the date set forth below.



Evelyn Crane-Oliver
Senior Vice President, Associate General Counsel and Assistant Secretary



Date