

134 B



Frank Edelblut  
Commissioner

Paul K. Leather  
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 8, 2017

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

**Requested Action**

Authorize the Department of Education, Disability Determination Service Bureau, to enter into contracts with medical and psychological consultants shown below, in an amount not to exceed \$2,148,016.00 to conduct medical decisions. This contract will be effective from July 1, 2017 or upon Governor and Council approval, whichever is later, through June 30, 2019. 100% Federal Funds.

The individuals to be contracted with are as follows:

	<u>Vendor Code</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>Total</u>
Diana Dorsey, MD	279013	\$144,768	\$144,768	\$289,536
Jonathan Jaffe, MD	168181	\$ 93,600	\$ 93,600	\$187,200
William Jamieson, Ph.D.	163997	\$ 90,480	\$ 90,480	\$180,960
Nicholas Kalfas, Ph.D.	150166	\$ 92,560	\$ 92,560	\$185,120
Laura Landerman, Ph.D.	203544	\$132,600	\$132,600	\$265,200
John MacEachran, MD	206950	\$118,560	\$118,560	\$237,120
Louis Rosenthal, MD	160932	\$ 67,600	\$ 67,600	\$135,200
Michael Schneider, Psy.D.	163027	\$140,400	\$140,400	\$280,800
Craig Stenslie, Ph.D.	170136	\$ 99,840	\$ 99,840	\$199,680
James Trice, MD	218516	\$ 93,600	\$ 93,600	\$187,200
	<b>Total:</b>	<b>\$1,074,008</b>	<b>\$1,074,008</b>	<b>\$2,148,016</b>

Funds to support this request are anticipated to be available in account titled Disability Determination Services (DDS) as follows, contingent upon Legislative approval of the next Biennial Budget.

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant Services	\$1,074,008.00	\$1,074,008.00

**Explanation**

The Division of Career Technology and Adult Learning 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 mental impairment consultants, in addition to these duties, resolve difficult medical issues and provide training. The consultants must maintain current licensure in the state.

The Division is in need of consultants to evaluate medical evidence and to determine its adequacy for making disability decisions. The consultant then prepares 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 of independent vendors who provide reports to the Division concerning clients, and provide consultation to the Division in service delivery. The consultants do not perform examinations or ever meet the disability applicant.

The DDS serves under the Division of Career Technology and Adult Learning at the Department of Education (DOE) to ensure opportunity to have educational preparation and opportunity for employment rather residing solely in a beneficiary program within Department of Health & Human Services (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 Department prepared and published a Request for Proposal (RFP) in the Concord Monitor, Union Leader and Valley News for the period of March 31, 2017, April 1, 2017 and April 2, 2017 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 ten (10) proposals that were received by the deadline. All ten (10) met the criteria of the Request for Proposal. See (Attachment A).

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

Attachment A

**SCORING FOR REVIEW OF FY 18/19 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>
<b>Possible Points</b>	<b>100 points</b>

Ten (10) RFPs' were received and scored.

	Consensus
Dr. Dorsey, MD	100
Dr. Jaffe, MD	95
Dr. Jamieson, Ph.D	100
Dr. Kalfas, Ph.D	100
Dr. Landerman, Ph.D	95
Dr. MacEachran, MD	100
Dr. Rosenthal, MD	95
Dr. Schneider, Psy.D	100
Dr. Stenslie, Ph.D	100
Dr. Trice, MD	90

An RFP review occurred on Tuesday, April 18, 2017. 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.

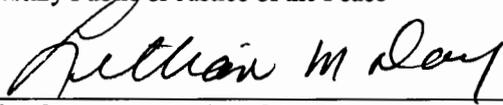
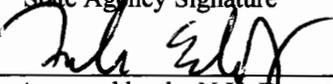
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Diana Dorsey, MD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$289,536.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Diana Dorsey, MD <i>Consultant</i> DIANA DORSEY, MD	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On <i>May 2, 2017</i> , 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]  (Commission Ends <i>11/14/17</i> )			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Lillian M. Day Notary Public</i>			
1.14 State Agency Signature  Date: <i>5-17-17</i>		1.15 Name and Title of State Agency Signatory <i>FRANK EDELBLUT, COMMISSIONER OF EDUCATION</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sana J. Hurlingham</i> Director, On: <i>5/24/17</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>E. B. Melntyre</i> On: <i>5/22/17</i>			
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.

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials       
Date 5/2/17

**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$87.00	\$87.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$289,536.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$144,768.00	\$144,768.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials     00      
Date     5/2/17

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials OO  
Date 5/2/17

## CURRICULUM VITAE



### EMPLOYMENT

**State of New Hampshire**  
**Pediatrician**  
**Department of Health & Human Services (DHHS)**  
**1997- present with plans for retiring soon**  
**Division of Community Based Care Services**  
**Medicaid Medical Services**

- Applied federal Social Security Disability law and then NH law after reviewing the medical, school and additional information to determine medical eligibility for the Medicaid pathway: Home Care for Children with Severe Disabilities (HCCSD) (AKA Katie Beckett) to determine whether institutional level of care is present.
- Consulted with treating physicians, nurses and other staff to address the medical issues and the laws regarding HCCSD and Medicaid
- Functioned on the Medical Review Team in addition to physician duties as the nurse for 10 years since a nurse unavailable for the position.
- Applied the law to determine medical eligibility for admission to Cedarcrest, a 26 bed pediatric Intermediate Care Facility for Individuals with Intellectual Disability.
- Provided medical consultation and Medicaid quality assurance for staff at Cedarcrest based on plan-of-care for children residing at this facility.
- Participated as a member of the DHHS Administrative Team to review complex situations and medical issues.
- Participated as medical consultant on Administrative Team to create policies and NH RSA rule writing.
- Provided medical opinion as to “medical necessity” of requested services received in the Medicaid Prior Authorization Unit.
- Provided medical opinion for Leadership and Administration whenever a consult needed.
- Provided training to multiple employees of DHHS and vendors working for DHHS regarding Social Security Disability and the applicable childhood laws.

**State of New Hampshire  
Department of Education  
Pediatric Consultant  
Division of Vocational Rehabilitation  
1992- present  
Social Security Disability Determination**

- Assess and interpret medical records and offer a medical opinion as to an applicant's eligibility for the Social Security Administration.
- Apply all the rules, regulations and policies when reviewing an applicant's allegation of disability.
- Participate in training of the medical examiners that are part of the adjudicative team.

**State of New Hampshire  
Pediatrician  
Department of Health & Human Services  
1988- present with plans on retiring  
Division of Community Based Care Services  
Special Medical Services (SMS)**

Provide pediatric consultation to the multiple programs dealing with children with special health care needs.

- Practiced as Pediatrician in five (5) State funded well child clinics: Wolfeboro, Ossipee, Claremont, Charlestown and Manchester.
- Provided pediatric consultation to the Pediatric Cardiologists and their patients at state funded, and then privatized cardiac clinics around the State (Lebanon, Keene, Dover, Nashua, Manchester, N. Conway, Berlin and Lancaster).
- Provided the pediatric role for the American Heart Association, NH Affiliate School site Program for in-service to teachers and children regarding heart disease and heart health.
- Provided pediatric consultation at Cleft Lip and Palate Clinics based in Lebanon and Manchester working with a team of multi-specialists.
- Provided medical opinions regarding eligibility to the Catastrophic Illness Program and supervised the overall program and staff.
- Provided pediatric consultation to the Asthma and Special Needs Program.
- Liaison between Social Security Disability Determination Unit and Special Medical Services.
- Attended Regional Conferences to learn and practice care coordination and collaboration. Worked on wrap around teams as medical consultant.
- Summarized medical records of medically complex children and made medical recommendations for care.

- Created educational handouts for parents attending the specialty clinics funded by SMS.
- Provided pediatric consultation to Parent Advocacy Program – NH Family Voices.
- Provided consultation for Medical Home Initiatives, a Healthy People 2010 goal.
- Provided pediatric consultation for Maternal and Child Health (MCH) Bureau when needed; including WIC
- Provided medical consultations for Early Hearing Detection and Intervention (EHDI) program as it was expanded at DHHS.
- Represented NH Pediatric Society and DHHS on EHDI advisory panel as medical consultant.
- Provided pediatric consultation and recommendations for children and families in the Lebanon Neuromotor Clinic along with multi-disciplinary team members. Filled in when needed as pediatrician in other Neuromotor Clinics across the state.
- Participated in DHHS task forces to address multiple issues that arose around the delivery of services to children with highly specialized needs, particularly those in nursing facilities.
- Provided consultation for Transition issues for children with special or complex health care issues to the adult or late teen community.
- Provided training to staff and vendors on Medicaid related issues.
- Provided medical consultation to SMS staff and vendors for children with complex medical issues and worked as a team member in formulating care plans and Care Coordination.
- Provided medical consultation for the NH Immunization program and vaccine selection process.
- Provided medical recommendations and submitted articles to pediatric newsletter for the Child Fatality Review Committee
- Worked with others to create educational materials/handouts for Child Safety month.
- Worked with Merrimack County Early Intervention team to create a poster, “I have a Question about my Young Child’s Development” The poster was widely shared. The poster provided families with information about how to proceed if concerns about development.
- Participated on the DCYF (Division Children Youth and Families) Advisory Board
- Provided medical consultation for Partners in Health; a statewide community based program that provides support for families of children with chronic health conditions
- Participated as CATCH (Community Access to Child Health) facilitator for NH Pediatric Society (NHPS) American Academy of Pediatrics (AAP)
- Served as liaison for DHHS on the NHPS Executive Committee Board.
- Participated on NH Autism Council Developmental Screening subgroup.
- Received grant money from AAP and facilitated with SMS staff putting on several educational conferences about screening and development of children.

- Served as Disaster Preparedness facilitator for NHPS and AAP in consultation with DHHS Emergency Services Unit.
- Participated on Public Health Emergency Response subcommittee.
- Participated in Mass Care Summits and Statewide Multi-agency reunification services planning for disaster preparedness planning in collaboration with National Center for Missing and Exploited Children.
- Provided medical consultations for the Disability Community Planning Group (DCPG) of the Disability and Public Health project as a team member of the group.
- Participated in the NH Pediatric Improvement Partnership (PIP). An Improvement Partnership is a durable state or regional collaboration of public and private partners that use the science of quality improvement and a systems approach to improve healthcare infrastructure and practice.
- Provided medical consultation and acted as navigator for medical record review for Sudden Unexpected Infant Death (SUID) Review Committee meetings.
- Provided medical consultation and acted as navigator for medical record review for Sudden Death in Youth (SDY) Committee meetings.
- Provided medical consultation and participated in Safe Sleep Committee activities such as making recommendations, creating handouts, and working to educate the public.
- Participated as team member to review and score Request for Proposal responses from bidders on SMS, MCH and PIH contracts when required every few years.
- Participated yearly as medical consultant for the team to review requests for home improvement grants with State dollars for medically eligible families.

### **Child Health Services**

#### **Pediatrician**

**1245 Elm St.**

**Manchester, NH 03101**

**1988- 2011**

- Pediatrician in a low-income ambulatory care clinic for medically needy/underserved population of children in Manchester. Participated as a team member in providing comprehensive health care to eligible children and their families with nutritionists, social workers, nurse practitioners, other pediatricians and transportation providers. The New Hampshire Law Collaborative is a joint project with NH Legal Assistance that provided training to staff to enhance their skills in identifying child health issues that may need the attention of an attorney. Attorneys provided legal assistance after a referral was made. Cultural Competency training was also a priority; covering multinational, medical, nutritional and social diversities since the agency provides services to a multi-diverse patient population.

**Humana Hospital- Audubon**  
**Pediatric RN**  
**Louisville, KY**  
**1982-1983**

- Worked as per diem floor nurse during medical school

**Variety Children's Hospital**  
**Pediatric RN**  
**Miami, FL**  
**1978-1981**

- Became Charge Nurse at children's hospital that served children from South Florida and Caribbean nations which required complex and routine hospital care. This included working during the Cuban Mariel boatlift which provided opportunities to be involved with care of children with complex medical issues not seen in the US.

### **POST GRADUATE TRAINING**

Resident in Pediatrics  
1986-1988  
Dartmouth- Hitchcock Medical Center  
Lebanon, NH

Intern in Pediatrics  
1985-1986  
Children's Hospital of the King's Daughter's  
Norfolk, VA

### **EDUCATION**

University of Louisville  
1981-1985  
School of Medicine  
MD received

University of Miami  
1979-1981  
Post-graduate courses to satisfy requirements for entrance into medical school

University of Miami  
1974-1978  
School of Nursing  
Magna Cum Laude  
BSN received

### **CERTIFICATES, MEMBERSHIPS & COMMITTEES**

Diplomat of the National Board of Medical Education 1985  
Diplomat of the American Board of Pediatrics 1989  
Diplomat of the American Board of Pediatrics recertification 1995, 2002 and 2013  
Diplomat of the American Board of Pediatrics Maintenance of Certification 2010  
Fellow of the American Academy of Pediatrics 1985- present  
New Hampshire Medical Society 1988-1989  
New Hampshire Pediatric Society 1988- present  
New Hampshire Pediatric Society Executive Committee 1994 – July 2003  
New Hampshire Pediatric Society Secretary- June 1997- July 2003  
New Hampshire Pediatric Society Legislative Committee 1995 – 1997  
New Hampshire Pediatric Society CATCH facilitator June 2006- May 2013  
New Hampshire Pediatric Society Disaster Preparedness Champion June 2013- 4/1/2017  
New Hampshire Pediatric Society DHHS liaison 1994- 4/1/2017  
New Hampshire Child Fatality Review Committee 1997- 4/1/2017  
Special Achievement Award from the American Academy of Pediatrics July 2008 and 2016- for distinguished service and dedication to the mission and goals of the Academy.  
C.A.R.E. Network for Sexual Abuse 1991-1994  
Medicaid Taskforce “Let’s Be Health Smart” 1993- 1998  
Governor’s Council on School Physical Fitness 1993-1995  
Bureau of Maternal & Child Health Advisory Committee 1988- 1997  
Pediatric Leadership Group 1995- 2007 (a group specializing in care of Children with Special Health Care Needs)  
American Heart Association School site Program 1991-1994  
Casey Family Program Advisory Board Member 1987  
Sigma Theta Tau (nurse’s honor society)  
Phi Kappa Phi (university honor society)  
Universal Newborn Hearing Screening/Early Hearing Detection Advisory Committee  
1996- 2017

DCYF Advisory Board 2010-2013 (approximately)

**MEDICAL STAFF**

Elliot Hospital Manchester, NH -Resigned privileges 2/09  
Catholic Medical Center Manchester, NH- Resigned privileges 2/09

**MEDICAL LICENSURE**

New Hampshire #7836

**PRESENTATIONS /PAPERS/ CONFERENCES**  
**(Partial List)**

Ventricular Septal Defects-----Parent to Parent Network of NH

Friendships-Everyone needs them- Parent to Parent and PIH workshop – 1996

How Pre-Adolescence and Adolescence are affected by Heart Disease- 1996

Sexuality Issues Presentation - Parent-to-Parent Network of Manchester – 1997

Literacy and Medicine----Delta Kappa Gamma Women Educators

Heart Disease in the United States----American Heart Association School site Program

Zoonoses--What the Pediatrician Should Know! -----Grand Rounds, Dartmouth  
Hitchcock M.C. - 1998

Managed Care for the Populations with Complex Health Care Needs: What Happens to  
Coordination of Care? -----NH Public Health Association 3rd Annual Forum, panel  
participation 1994

In My Opinion: The Rewards of Working with the Poor. ----Early Intervention Magazine

Children with Special Health Care Needs. 1991 & 1994 completed training courses at  
Children with Special Health Care Needs Institute, Columbus, Ohio

Fostering Healthy Sexual Development in the Age of AIDS. 1990 completed AAP  
training course

SSI Disability 1995 completed training course

Otitis Media with Effusion. Completed American Academy of Pediatrics Train the Trainer Course to present course materials to medical providers. 1998

1995 – Attended AAP training on Government, Advocacy and Legislation

2001 – Attended Maternal and Child Health Bureau Leadership Skills Training Institute, AAP Medical Home Initiatives for Children with Special Needs training course and The National Summit in Washington DC on “Achieving Success for all Children and Youth with Special Health Care Needs” to announce the objectives on Health People 2010 goals related to CSHCN.

May 8, 2002-Panelist at 11<sup>th</sup> Annual Northern New England Rural Pediatricians Alliance. Represented Office of Health Planning and Medicaid for discussion regarding Mental Health and Office based practice.

October 2002- Represented NHPS at Family Voices New England Regional Leadership Conference “Building Leaders for Healthy Families 2010

January 2003 Completed: American Red Cross Training -Introduction to Disaster Services, Mass Care: An Overview, Family Services: Providing Emergency Assistance, Disaster Health Services: An Overview and Disaster Health Services: Simulation.

January 2003 Completed NH Standard Operating Procedures and Guides Training Workshop for Department of Health and Human Services for Emergency Response

May 9, 2003- Panelist at 12<sup>th</sup> Annual Northern New England Rural Pediatric Alliance. Represented Office of Health Planning and Medicaid for discussion on The Realities and the Opportunities for Care Coordination in Primary Care Pediatric Practices. Rockport, Maine.

June 19, 2003-Attended the workshop, “A guide to NH Child Protective System for Practitioners Working with Families”

Oct 15, 2003 Completed AAP training, “Early Hearing Detection & Intervention: Role of the Primary Care Physician” Part 1 & 2.

November 14, 2003- Attended “Unconsciously Taught Aspects of Cultural Competency” a workshop presented by NH Minority Health Coalition at UNH

December 9, 2004- Attended " Culture Forum: Exploring Other Viewpoints”

June 29, 2007- Attended Future of Pediatrics: Community Pediatrics, The Medical Home, and Beyond.

August 15-16, 2008- Attended CATCH (Community Access to Child Health) & Healthy Tomorrows Training Meeting. Training included learning about Community-based initiatives, practice skills to ensure successful development of grants, apply practical strategies to build successful collaborations and workshops to improve community-based efforts for children.

National Summit- "Achieving Success for all Children and Youth with Special Health Care Needs"- 12/2001

July 28, 2011- Attended CATCH training

September 28, 2011 Presented Grand Rounds- Dartmouth Hitchcock Medical Center- CATCH

November 5, 2014 Presented Grand Rounds- DHMC- Emergency Preparedness, What every pediatrician should know

Multiple trainings in Social Security Disability

Numerous presentations to many agencies and groups regarding Home Care for Children with Severe Disabilities

2014- Completed Motivational Interviewing training course

2015- Completed Mental Health First Aid-USA training course

Multiple Cyber Security trainings for both DHHS and Social Security Administration

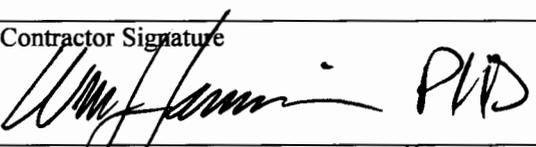
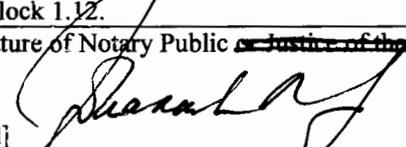
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name William J. Jamieson, PhD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$180,960.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PSYCHOLOGICAL CONSULTANT WILLIAM J. JAMIESON, Ph.D.	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>May 11, 2017</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 <del>Justice of the Peace</del>  [Seal]			
1.13.2 Name and Title of Notary <del>Justice of the Peace</del> Johannah M York			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sana Julloughan</u> Director, On: <u>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric B. McEntyre</u> On: <u>5/23/17</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.

*WJF*  
05/16/2017

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date

  
5/1/2017

**Exhibit B**

Payment Terms

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$87.00	\$87.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$180,960.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$90,480.00	\$90,480.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials CHH  
Date 5/1/2017

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

*WJ*  
5/1/2017

# **WILLIAM J. JAMIESON, Ph.D.**

NH Licensed Psychologist  
Clinical Neuropsychology and Psychology

## **CURRICULUM VITAE**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Work Address:  
61 North St.  
Manchester, NH 03104  
(603) 669 4130

## **EDUCATION**

- 1988-1990 Postdoctoral training in neuropsychology at Boston Neurobehavioral Institute.
- 1968-1974 The University of Michigan, Horace Rackham School of Graduate Studies, Clinical Psychology, Ph.D., 1980.
- 1964-1968 Yale University, Psychology Major, BA , 1968.
- 1960-1964 Sweet Home High School, Amherst, New York.

## **ACADEMIC HONORS**

- 1964-1967 Yale University, Dean's List

## **RESEARCH TRAINING AND EXPERIENCE**

- 1994-1998 Chairman of Ethical Review Board, Charter Brookside Hospital, Nashua, NH.
- 1980 Paper, "Body Image and Experience in Pregnancy and the Early Puerperium" (doctoral dissertation).
- 1970 Paper, "Relation of Failures in Concrete thought on the Rorschach to Degree of Psychopathology" (unpub., typescript, in fulfillment of pre-candidacy research requirement).
- 1970-1971 Course, Research Strategies in Clinical Psychology
- 1968 Courses, Supervised Research

### **TEACHING EXPERIENCE**

- 1974-1983 Teaching occasional courses at New Hampshire College, New England College and Merrimack Valley College.
- 1972-1974 Teaching childbirth education classes together with my wife, dealing with psychological and physiological aspects of pregnancy, labor and delivery.
- 1971-1974 Teaching fellow for various courses at the University of Michigan.

### **CLINICAL EXPERIENCE**

- 2007- 2013 Geriatric neuropsychological evaluations, Mental Health Center of Greater Manchester (Part-time)
- 1998- Present Private practice- psychotherapy, psychological and neuropsychological evaluation, consultation
- 1995-1998 Part time Private Practice
- 1989-1998 Full- time Psychologist at Northeast Psychiatric Associates; Inpatient and outpatient psychological and neuropsychological evaluations;
- 1986-1989 Half-time Staff Psychologist at Northeast Psychiatric Associates
- 1982-1989 Private Practice
- 1974-1988 Staff Psychologist at Greater Manchester Mental Health Center: primarily engaged in short-term, outpatient psychotherapy and psychological testing (part-time from 1982).
- 1972-1973 Half-time clinical internship at University of Michigan Hospital, Neuropsychiatric Institute.
- 1971-1972 Half-time clinical internship at Ann Arbor VA Hospital, on inpatient, locked psychiatric ward.
- 1969-1971 Half-time clinical internship at the University of Michigan Counseling Center.
- 1968-1969 Course sequence in diagnostic testing at the University of Michigan.

### **CONSULTING AND SUPERVISORY EXPERIENCE**

- 2001- Present Consultant to NH office of Social Security Disability Determination

- 1995 - Present      Consultant to Manchester Police Department and other local departments regarding hiring of new officers, and evaluations of current officers
- 1989-1998      Clinical supervision of various staff at Northeast Psychiatric Associates.
- 1979-1987      Consultation to New Hampshire College counseling personnel.
- 1974 - Present      Diagnostic and treatment consultation on a wide range of psychological, neuropsychological, and rehabilitation questions (e.g.; courts, Vocational Rehabilitation; Disability Determination; Rehabilitation Medicine Unit at Catholic Medical Center; Geropsych Unit at Elliot Hospital; Senior Psychiatric Center at Monadnock Community Hospital)
- 1980-1984      Clinical supervision of staff members at Greater Manchester Mental Health Center.
- 1978-1982      Consultation to Manchester Police Department regarding hiring of new officers.

### **LICENSURE**

Licensed Psychologist, State of New Hampshire

### **ASSOCIATIONS**

Providers' Council, New Hampshire Brain Injury Association

### **PUBLICATIONS**

Armengol, C., Jamieson, W., "Screening Versus Comprehensive Neuropsychological Examinations," in The Consumer-Oriented Neuropsychological Report, Armengol, C., Kaplan, E., and Moes, E.(ed.), PAR Press, 2001.

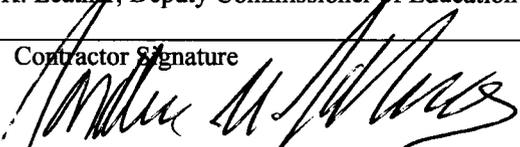
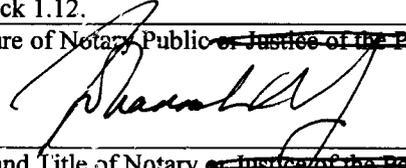
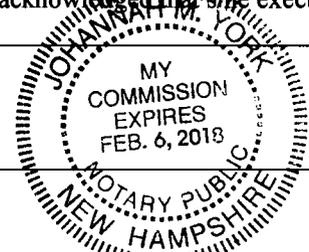
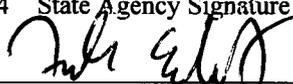
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Jonathan Jaffe, MD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$187,200.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jonathan H. Jaffe MD Contractor	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>May 1, 2017</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 <del>Justice of the Peace</del> Johannah M York			
1.14 State Agency Signature  Date: <u>5.17.17</u>		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara J. McHugh</u> Director, On: <u>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>E. D. McIntyre</u> On: <u>5/22/17</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.

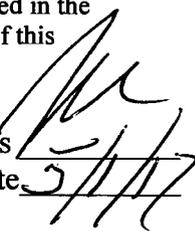
**7. PERSONNEL.**

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

Contractor Initials

Date



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.

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 5/1/17]*

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.

Handwritten signature and date: 5/11/17

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date

Handwritten signature and date: The signature is written in black ink and appears to be 'J. A. [unclear]'. Below the signature, the date '2/11/17' is written in black ink.



## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Insurance as referenced in #14 is waived.

#### **Termination**

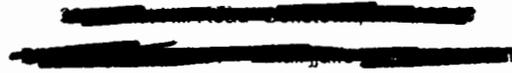
This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

  
3/1/17

# Jonathan H. Jaffe, MD



## EDUCATION

YALE UNIVERSITY  
1966-1970  
*New Haven, Connecticut*

- B.A.

UNIVERSITY OF ILLINOIS MEDICAL SCHOOL  
1970- 1974  
*Chicago, Illinois*

- M.D.

MACNEAL MEMORIAL HOSPITAL  
1974-1977  
*Berwyn, Illinois*

- Residency in Family Practice

## PROFESSIONAL EXPERIENCE

2003-2017

NH DDS

Medical Consultant

- Fully evaluating disability claims,;determine residual somatic function and write reports-consultant to disability examiners, mentor for examiners in training-resolve problems in case management through discussions with DEs and other staff members;Review cases and requests consultative exams when appropriate;other duties as required by program from time to time

2.

-

## NH DDS

2002-2004

- consultative examiner-NH DDS -internal medicine,performed evaluations at request of DDS both at office and at claimant/beneficiaryies homes when needed and provided reports
- 

## CMC-PPA

2000-2001

*Bedford, NH*

- Staff physician in hospital owned practice/continued rehab,

## RIVER ROAD FAMILY HEALTH CENTER

1978-2000

*Bedford,NH*

- Private practice, Family Medicine. President and CEO. Started in 1977 as solo practice- by 2000 grew to group practice with 2 MD NP and PA-C. Practice was sold in 2000 . . I was heavily involved in the business aspects of the practice including personnel, contracting with MCO;s,payoll, etc. Spinal cord injury 9/99 surgery 2000 and rehab led to inability to continue

## ST. TERESA'S NURSING HOME

1983--1992

*Manchester, NH*

- served as director during time of significant expansion and move to newly built facility.

## FAMILY HEALTH AND SOCIAL SERVICE CENTER

1977-1982

*Worcester, Massachusetts*

served as preceptor in family practice residency model office 1 day/week.

## STAFF PHYSICIAN

### MAITHEW THORNTON HEALTH PLAN

1977

*Nashua, NH*

- staff physician in a closed panel HMO

EMERGENCY ROOM-PART TIME

St Joseph Hospital-Milford NH

1978-1981

MacNeal Memorial Hospital-Berwyn, IL

1975-1977

Morris Hospital-Morris IL

1975-1976

## HOSPITAL AFFILIATIONS

Catholic Medical Center-Manchester, NH

1978-2001

Elliot Hospital-Manchester, NH

1978-2001

St Joseph Hospital-Nashua, NH

1977-2001

Southern NH regional Medical Center-Nashua, NH

1977-2001

## CERTIFICATION

DIPLOMATE, NATIONAL BOARD OF MEDICAL EXAMINERS

1975

CERTIFIED, AMERICAN BOARD OF FAMILY PRACTICE

1977, 1983, 1989, 1995, 2002

## MISCELLANEOUS EXPERIENCE

TREASURER-NH ACADEMY OF FAMILY PHYSICIANS

1990-1992

CHIEF, DEPARTMENT OF FAMILY PRACTICE and

MEMBER OF THE EXECUTIVE COMMITTEE

CATHOLIC MEDICAL CENTER

1987, 1990, 1991

*Manchester, NH*

# FACULTY APPOINTMENTS

CLINICAL INSTRUCTOR-DEPT. OF FAMILY PRACTICE

UNIVERSITY OF ILLINOIS MEDICAL SCHOOL

1975-1977

ASSOCIATE-DEPT. OF FAMILY AND COMMUNITY MEDICINE

UNIVERSITY OF MASSACHUSETTS MEDICAL SCHOOL

1977-1984

ADJUNCT ASSISTANT PROFESSOR-DEPT. OF FAMILY AND COMMUNITY MEDICINE

DARTMOUTH MEDICAL SCHOOL

1981-1984

CLINICAL ASSISTANT PROFESSOR-DEPT. OF FAMILY MEDICINE AND COMMUNITY HEALTH

TUFTS MEDICAL SCHOOL

1984-2002

## LICENSE.

NEW HAMPSHIRE #5775

1977-present

## HONORS/AWARDS

B.A. CUM LAUDE/DEPARTMENTAL HONORS(psychology)

YALE UNIVERSITY

1970

## HONORS/AWARDS(Cont.)



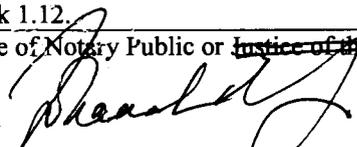
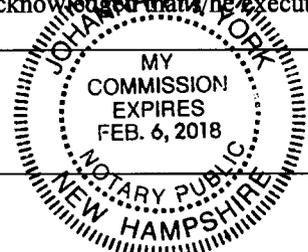
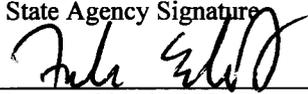
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Nicholas Kalfas, PhD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$185,120.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Nicholas S. Kalfas, consultant	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On <i>April 28, 2017</i> , 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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or <del>Justice of the Peace</del>  [Seal]			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> Johannah M York			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sara Jentley</i> Director, On: <i>5/24/17</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>E. R. McIntyre</i> On: <i>5/23/17</i>			
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.

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Chief Medical/Psychological Consultant, the contractor shall:

- Demonstrated ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Assist in the selection of DDS Staff medical or psychological consultants and Consultative Examination Providers. Supervise and assist in the training of staff medical or psychological consultants.
- Conduct qualitative reviews of consultative examination reports and request corrective action from the consultative examination provider as needed.
- Coordinate with the Professional Relations Officer 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.
- Recommends 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.
- Reviews and analyses 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.
- May mentor or train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the DDS Administrator.
- The number of hours of work performed weekly is on an as needed basis. Any reduction in available work on a given day, the State may suspend work for the day.

Contractor Initials

Date

  
4/28/17

**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$89.00	\$89.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$185,120.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$92,560.00	\$92,560.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials   
Date 4/28/17

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

  
4/28/17

# NICHOLAS S. KALFAS

**CREDENTIALS:** Psychologist, New Hampshire License #121, 8/28/74 – current (expiration date 6/30/2017)

## EDUCATION:

**PhD** - Univ of Arizona, Tucson; Counseling & Guidance/Educational Psychology, 10/73. Respecialized to Clinical Psychology  
**MEd** - College of Education, Univ of New Hampshire, Durham; Counselor Education, 1971.  
**BA** - Belknap College, Center Harbor, NH; Psychology, 1968.

## EXPERIENCE:

- \*\* **PROVIDE** psychological services (psychotherapy, diagnostics) in an independent practice setting.
- \*\* **MEDICAL CONSULTANT** - Chief Mental Health Consultant & Program Psychologist for NH State Agency Social Security Administration; review, order and approve consultative evaluations, and evaluate social security disability benefit claims involving mental impairments.
- \*\* **ADJUNCT FACULTY** Antioch University, NE Graduate School of Professional Psychology.
- \*\* Provided **behavior management** consultation and psychological services to 400+ clients in an intermediate care facility setting.
- \*\* Provided comprehensive **psychological evaluations** to a diverse population for the purposes of treatment, program planning, and disability benefits.
- \*\* **Provide** psychological evaluations for the purposes of selecting and evaluating fitness for duty for **police officers**.
- \*\* Provided **counseling and psychotherapy** in an outpatient -- hospital affiliated -- mental health clinic.
- \*\* Provided evaluations, consultation, and supervision in **elementary & secondary** schools.
- \*\* Directed a multidisciplinary evaluation team, provided psychological evaluation services for **developmentally disabled** clients. Directed & arranged for **special education** services to school age clients in an intermediate care facility setting; developed and implemented MIS for delivery of educational services.
- \*\* **Directed** all services in a **45 bed** state operated psychiatric inpatient facility. **Managed \$3.3 million** budget with 95 employees for delivery of community mental health services.

## EMPLOYMENT HISTORY:

- \* **FULL TIME INDEPENDENT PRACTICE, Psychologist.** Office @ Village West, Gilford, NH (3/81 - present).
- \* **AREA DIRECTOR (CHIEF EXECUTIVE OFFICER),** Department of Mental Health, Haverhill/Newburyport Area, One Main St, Merrimac, MA (2/78 - 2/81).
- \* **ASST. SUPERINTENDENT FOR CHILDREN'S SERVICES,** Bureau of Institutional Schools, Dept of Education, Hogan Regional Center, Bx A, Hathorne, MA (3/76 - 2/78).
- \* **PRINCIPAL PSYCHOLOGIST (Director, Community Eval & Rehab Clinic),** Hogan Regional Center (4/75 - 3/76).
- \* **PRINCIPAL PSYCHOLOGIST, Adolescent Unit,** Hogan Regional Center (11/73 - 3/75).
- \* **INTERN/COUNSELING PSYCHOLOGY, US Air Force Regional Hospital, Mental Health Clinic, Davis-Monthan AFB, Tucson, AZ** (8/72 - 9/73).

Other employment experiences included: Instructor, measurement & statistics, Mt St Mary College, Hooksett NH; Grad Associate & Assistant and Teaching Assistant at U AZ; Staff Psychologist Easter Seal Rehab Center, Manchester NH; Direct Care, residential facility for emotionally handicapped adolescents; Program Coordinator, Remedial Teacher, and Psychometrist at the Laconia State School; and Guidance Counselor, manpower development project.

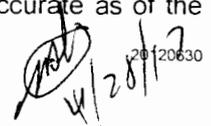
## CONSULTING SERVICES:

- \* **MEDICAL CONSULTANT CHIEF MENTAL HEALTH CONSULTANT,** Social Security Disability (85 - ).
- \* **CHIEF CONSULTING PSYCHOLOGIST,** NH Division of Vocational Rehabilitation, Central Office (89 - ).
- \* **CONSULTING PSYCHOLOGIST, SAU #53;** Psychological services to public schools (81 - 93).
- \* **CONSULTING PSYCHOLOGIST, Odyssey House of NH therapeutic community (residential program)** (84-85).
- \* **CONSULTING PSYCHOLOGIST, NH Disability Determination Services;** -Diagnostic workups (81 - 85).
- \* **CONSULTING PSYCHOLOGIST, SAU #51;** Supervising psychologist, psychological services (82 - 84).
- \* **CONSULTING PSYCHOLOGIST, Odyssey House, Youth Development Center Assessment Project** (83).
- \* **CONSULTING PSYCHOLOGIST, SAU #46;** Psychological services to public schools (84 - 90).
- \* **CONSULTING PSYCHOLOGIST, Alton, Gilford, NH Police Departments** (84 - ).
- \* **CONSULTING PSYCHOLOGIST, Gilford NH School District;** Psychological services (85 -88).
- \* **INVESTIGATOR, Ethics, N.H. Board of Examiners of Psychologists** (1987).

## PROFESSIONAL ASSOCIATIONS:

- American Psychological Association (APA).
- New Hampshire Psychological Association (NHPA) (82-84)
- New Hampshire Society of Psychologists, (NHSP) Secretary/Treasurer (83 - 84).
- New Hampshire Psychological Association (NHPA) Secretary/Treasurer, newsletter editor (84-86), Board of Directors (86-90); Chairman, Continuing Education Committee (88-90); Chairman, Disaster Response Committee (92 -94 ), Board of Directors (96-04).
- American Red Cross (ARC) State Coordinator of Disaster Mental Health Services, affiliated with APA's national disaster mental health services program (92 - 94); Certified DSHR (National Disaster Mental Health Response Team) Technician

Professional resumes do change and are subject to correction. The contents of this resume were accurate as of the publication date. If there are any questions regarding contents, please do contact me directly.

 4/20/17

\* Partial Listing: **PUBLICATIONS:**

- Psychological Services Decision Tree -- Checklist for Recommending an Educational Coding of SERIOUSLY EMOTIONALLY HANDICAPPED (extracted from N.H. Standards under PL94-142). 1/85.
- Wechsler Intelligence Scales Significance Testing Utility Program - a computer utility in BASIC. 5/84.
- A Behavior Management System for Public School Special Education Programs - A Token Economy/Level System. Jour of Beh Medicine, V 2, 1985, pp 43-59.
- Client Perceived Therapist Empathy as a Correlate of Outcome - Dissertation, Univ of Arizona, 1973.
- A SURVEY OF N.H. PSYCHOLOGISTS: Psychodiagnostic Procedures, NH Psychological Organization Newsletter, 1988.
- BOOK REVIEW, in Com Mental Health Jour, V 30, N5, 10/94 pg 533; Psychological Development of Deaf Children, M Marchark, Oxford U Press, NY, 1993.

7

 4/28/17

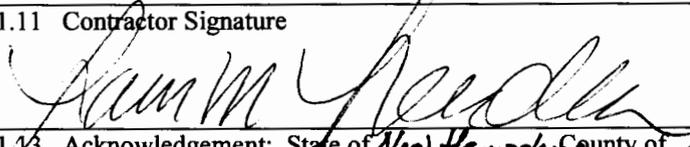
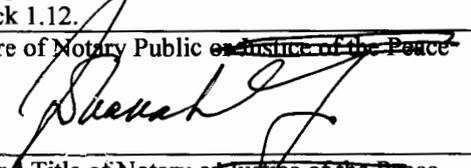
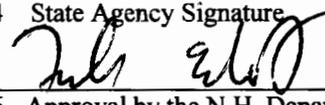
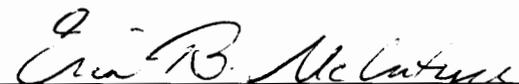
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

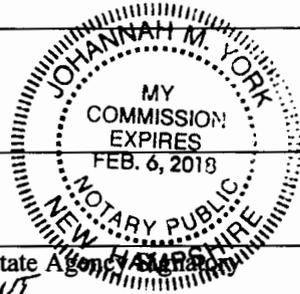
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Laura Landerman, PhD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$265,200.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Laura M. Landerman PhD Psychologist Consultant	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Merrimack</del> On <u>April 28, 2017</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 <del>or Justice of the Peace</del>  [Seal]			
1.13.2 Name and Title of Notary <del>or Justice of the Peace</del> Johannah M. York			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>5/23/17</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.

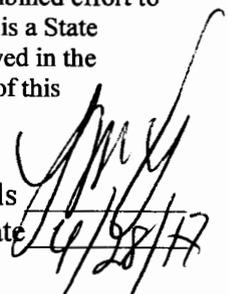
**7. PERSONNEL.**

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

Contractor Initials

Date

Handwritten signature and date: 4/28/17

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.

The image shows a handwritten signature in black ink, which appears to be 'J. P. Smith', written over a date '4/15/14'. The signature is written in a cursive style.

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.

  
4/28/17

## Exhibit A

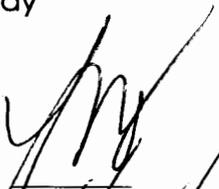
### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date


**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$85.00	\$85.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$265,200.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$132,600.00	\$132,600.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_  


## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

  
4/28/17

**Laura M. Landerman, Ph.D.**

New Hampshire Licensed Psychologist # 478

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**Academic History:**

- 1987            **The Pennsylvania State University**  
University Park, Pennsylvania  
Doctorate in Psychology
  
- 1983            **University of Pittsburgh**  
Pittsburgh, Pennsylvania  
Master of Psychiatric Social Work
  
- 1981            **The Pennsylvania State University**  
University Park, Pennsylvania  
Bachelor of Arts with Distinction  
Abnormal and Developmental Psychology

**Clinical and Consulting Training  
and Experience:**

- 2009-present    **New Hampshire Department of Disability Services**  
Concord, New Hampshire  
  
Psychological consultant providing review of child and adult disability claims on-site; peer mentoring and consultation; liaison and collaboration with mental health and physician providers on-site and across the state
  
- 2004-present    **Lamora Psychological Associates**  
Nashua, New Hampshire  
  
Part-time staff psychologist providing out-patient psychotherapy, evaluation and consultation particularly with children, adolescents and families.

Laura Mary Landerman, Ph.D.  
18 Forrence Drive  
Hollis, New Hampshire 03049  
603.689.4191  
[drLauralu@yahoo.com](mailto:drLauralu@yahoo.com)

**Clinical Training and Experience**  
*continued*

1997-2004

**Slatoff & Ward Psychological Associates**  
Nashua, New Hampshire

Providing direct clinical psychology services as part of a large group mental health practice serving individuals, families, couples and groups; children, adolescents, adults and seniors; Conducting psychometric evaluation with children and adolescents. Senior consultant for eating disorder patients.

1987-1997

**Charter Brookside Hospital/Northeast Psychiatric Associates**  
Nashua, New Hampshire

Professional psychological services emphasizing in- and out-patient brief care and crisis-oriented psychotherapy, multi-disciplinary consultation and standardized projective and intelligence assessments with children, adolescents and families, including:

- 1987-1988 Staff Psychologist, Inpatient Adolescent Unit
- 1988-1990 Coordinator of Psychological Services, Special Treatment Unit, Adolescent Psychiatry (including supervision and peer review; development of the Eating Disorders Unit)
- 1990-1997 Senior Psychologist, Director of Eating Disorders Programs; Senior Psychometrician

1986-1987

**Mount Sinai Hospital**  
**Department of Child and Adolescent Psychiatry**  
Hartford, Connecticut  
APA approved clinical psychology internship

Inpatient adolescent individual and family psychotherapies; Acute Behavioral Crisis team; Child Life Program; Psychological assessment specialty.

Laura Mary Landerman, Ph.D.  
18 Forrence Drive  
Hollis, New Hampshire 03049  
603.689.4191  
[drlauralu@yahoo.com](mailto:drlauralu@yahoo.com)

**Clinical Training and Experience**  
*continued*

- 1985-1986      **The Pennsylvania State University**  
**Center for Counseling and Psychological Services**  
Ritenour Health Center,  
University Park, Pennsylvania
- Providing out-patient individual and group psychotherapies, emphasizing behavioral interventions with eating disordered individuals; Intake and diagnostic interviewing; Community out-reach and consultative services.
- 1984-1986      **The Psychological Clinic**  
**Centre County Base Service Unit**  
The Pennsylvania State University,  
University Park, Pennsylvania
- Eating Disorder service consultant; Psychotherapist providing out-patient individual interventions emphasizing treatment of eating disorders
- 1983-1986      **College of Educational Counseling Services**  
**The Pennsylvania State University**, University Park, Pennsylvania
- Intake Coordinator/Staff Supervisor
  - Ritenour Health Center; The Pennsylvania State University: Advanced practica in clinical psychology
  - College Education Counseling Services: Advanced practica in clinical psychology including vocational assessment
- 1982-1983      **Center for Counseling Services, University of Pittsburgh**  
**Pittsburgh, Pennsylvania**
- Outpatient psychotherapist (individual and group); Liaison, Office of Residence Life; Consultant, campus eating disorder services

Laura Mary Landerman, Ph.D.  
18 Forrence Drive  
Hollis, New Hampshire 03049  
603.689.4191  
[drlauralu@yahoo.com](mailto:drlauralu@yahoo.com)

**Clinical Training and Experience**  
*continued*

- 1983                    **Western Psychiatric Institute and Clinic  
Pittsburgh, Pennsylvania**
- Adolescent and Youth Module  
Psychotherapist, focus on evaluation and treatment of adolescents and families, with specialized treatment module for eating disordered patients. After-care program treatment clinician.
- 1981-1983            **Office of Residence Life, University of Pittsburgh,  
Pittsburgh, Pennsylvania**
- Resident Director and Area Coordinator,  
Program development coordinator. Supervisor of Peer Counselor Program.
- 1981                    **Parental Stress Center  
Pittsburgh, Pennsylvania**
- Internship in clinical psychology; providing parent training, family crisis and multi-disciplinary team intervention; child abuse/neglect evaluation
- 1978-1981            **Office of Residential Life, The Pennsylvania State University  
University Park, Pennsylvania**
- Resident Assistant, Honors Program Assistant; Peer Educator and Counselor, Program Development; Co- Teacher Counselor Education.

Laura Mary Landerman, Ph.D.  
18 Forrence Drive  
Hollis, New Hampshire 03049  
603.689.4191  
[drilauralu@yahoo.com](mailto:drilauralu@yahoo.com)

## Teaching, Community, Research and Publication Activity:

- 2011 Garber, Benjamin D. Garber and Landerman, Laura M. (2011). Muchmore and Jaycox: A Call for Developmentally-Responsive Parenting Plans. *New Hampshire Bar Journal*. (see: <https://www.nhbar.org/uploads/pdf/BJ-Spring2011-Vol52-No1-Pg54.pdf>)
- 2006 Garber, Benjamin D. & Landerman, L. (Summer, 2006). How should the child's voice be heard when parental rights and responsibilities are contested? *New Hampshire Bar Journal*. (see <https://www.nhbar.org/publications/display-journal-issue.asp?id=334>)
- 2000-Present **Consultant and editor,**  
*HealthyParent.com*
- Consultant to research, development and publication of clinical and educational materials in areas of child and family functioning.
- 1997-Present **Community Volunteer**  
Hollis Public Schools (SAU 41),  
Hollis, New Hampshire
- Providing ad hoc support, direction and education in classroom, small group orientation, organization and behavior management capacities. Fundraising coordinator: Spirit Wear; Hospitality Chair-P.T.S.A. Sports Coach Cheerleading, Softball and Tee-ball. Girl Scout Leader, Swift Water Council.
- 1993-1997 **Southern New Hampshire HIV/AIDS Task Force**  
Psychology Affiliate/Advisor
- 1988-1989 **"Learning to Grow," Charter Brookside Hospital  
Northeast Psychiatric Associates**  
Speaker and consultant, community education series

Laura Mary Landerman, Ph.D.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

## **Managed Care and Third Party Panels:**

Dr. Landerman is a preferred panel provider certified by multiple managed care and third party insurance organizations. Details are available upon request.

**References** and related materials are available upon request.

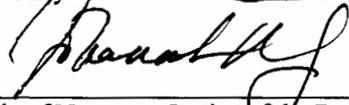
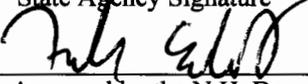
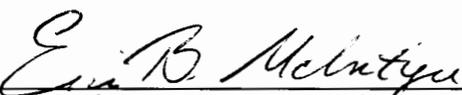
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name John MacEachran, MD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$237,120.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John MacEachran Med. Consultant	
1.13 Acknowledgement: State of <del>New Hampshire</del> county of <del>Merrimack</del> On <u>May 1, 2017</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 <del>or Justice of the Peace</del>  [Seal]			
1.13.2 Name and Title of Notary <del>or Justice of the Peace</del> Johannah M. York			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 5/24/17			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/23/17			
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.

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Chief Medical/Psychological Consultant, the contractor shall:

- Demonstrated ability in the application of SSA disability program regulations and possess significant SSA disability program knowledge and experience.
- Assist in the selection of DDS Staff medical or psychological consultants and Consultative Examination Providers. Supervise and assist in the training of staff medical or psychological consultants.
- Conduct qualitative reviews of consultative examination reports and request corrective action from the consultative examination provider as needed.
- Coordinate with the Professional Relations Officer 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.
- Recommends 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.
- Reviews and analyses 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.
- May mentor or train examiners in medical or psychological content to ensure uniform understanding in the disability program standards.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the DDS Administrator.
- The number of hours of work performed weekly is on an as needed basis. Any reduction in available work on a given day, the State may suspend work for the day.

Contractor Initials JHM  
Date 5/11/17

**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$95.00	\$95.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$237,120.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$118,560.00	\$118,560.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials Stlm  
Date 5/1/17

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

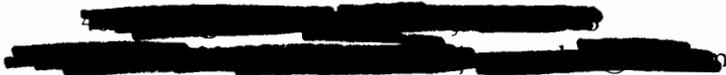
Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials JLM  
Date 5/1/17

# John H. MacEachran



## EDUCATION

---

June 1977 – June 1980  
Internship/Residency Family Practice  
Milton S. Hershey Center, Penn. State University

June 1974 – June 1977  
Dartmouth Medical School  
• Doctor of Medicine, 1977

June 1966 – May 1970  
Dartmouth College  
• Bachelor of Arts, History

## PROFESSIONAL EXPERIENCE

---

2010 – Present  
New Hampshire Disability Determination Service  
Medical Consultant , Chief Medical consultant 2014 - Present  
Concord, NH

1980 - 2000  
Staff physician  
Monadnock Community Hospital  
Peterborough NH  
• Family Practice and Emergency Medicine

## BOARD CERTIFICATION

---

AAFP 1980  
Re-certification 1986, 1992, 1998, 2004

## LICENSURE

---

New Hampshire Board of Medicine 1980 - present

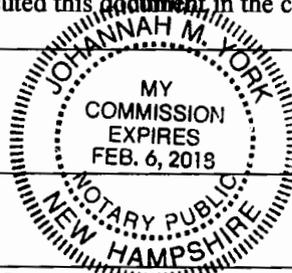
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Louis Rosenthal, MD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$135,200.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature <i>Louis Rosenthal</i>		1.12 Name and Title of Contractor Signatory <i>LOUIS ROSENTHALL, MD</i> MEDICAL CONSULTANT	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Merrimack</i> On <i>April 28, 2017</i> , 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 <del>or Justice of the Peace</del> [Seal] <i>Johannah M. York</i>			
1.13.2 Name and Title of Notary <del>or Justice of the Peace</del> <i>Johannah M York</i>			
1.14 State Agency Signature <i>Frank Edelblut</i> Date: <i>5-17-17</i>		1.15 Name and Title of State Agency Signatory <i>FRANK EDELBLUT,</i> <i>COMMISSIONER OF EDUCATION</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Sara J. Hillman</i> Director, On: <i>5/24/17</i>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>E. B. Melntyre</i> On: <i>5/23/17</i>			
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

Contractor Initials LER  
Date 28 Apr 2017

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.

Contractor Initials LER  
Date 28 APR 2017

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date

LSR  
28 APR 2017

**Exhibit B**

Payment Terms

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$65.00	\$65.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$135,200.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$67,600.00	\$67,600.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials LER  
Date 28 APR 2017

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

LSR

Date

28 Apr 2017

CV LOUIS E. ROSENTHALL, MD

EDUCATION:

PENN STATE, BS 1967

BOSTON UNIVERSITY, MD 1971

MAINE MEDICAL CENTER, General Practice Residency, 1971 - 1974

PROFESSIONAL CAREER:

US ARMY MEDICAL CORPS, Active Duty  
1974 - 1976

FAMILY MEDICINE, Full Time Clinical Practice, Concord NH 1976 - 2008

PRECEPTOR, Outpatient Care, Dartmouth-Concord Hospital Family Medicine Residency,  
2009 - Present

MEDICAL CONSULTANT, NH DDS,  
2009 - Present

BOARD CERTIFICATION:

AMERICAN BOARD OF FAMILY MEDICINE

Certified 1977; Re-certified 1983, 1989, 1995, 2001, 2009; expires 2019

PROFESSIONAL ACTIVITIES:

President NH Academy Family Physicians  
1986 - 1988

President Concord Hospital Medical Staff  
1998 - 2000

Member NH Board of Medicine  
2009 - 2016

Member American Academy of Family  
Physicians 1977 - Present

CITIZENSHIP:

LITTLE LEAGUE COACH 1988 - 1994

DEACON, SOUTH CONGREGATIONAL  
CHURCH 2008 - 2010

OVERNIGHT VOLUNTEER, HOMELESS  
SHELTER. 2008 - 2012

VOLUNTEER, FRIENDLY KITCHEN

2010 - PRESENT

PRESIDENT CONCORD COMMUNITY  
MEMBER ROTARY CLUB 2010 - PRESENT

CONCERT ASSOCIATION 2013 - 2015

REF: [REDACTED]

INTERESTS: Family; hiking; walking; coin/  
stamp collecting (in that order)

REFERENCES: Available upon request

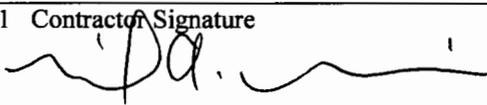
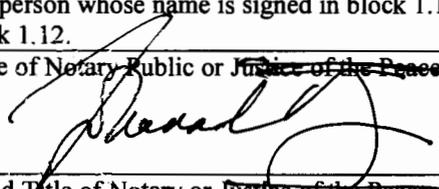
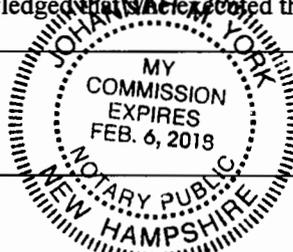
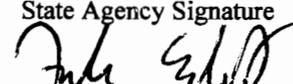
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Michael A. Schneider, PsyD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$280,800.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael A. Schneider Consulting Psychologist	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>April 28, 2017</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 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>Johannah M. Yorke</u>			
1.14 State Agency Signature  Date: <u>5-17-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT</u> <u>COMMISSIONER OF EDUCATION</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara J. Sullivan</u> Director, On: <u>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Eric B. Melutius</u> On: <u>5/23/17</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.

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials Y.O.A.  
Date 4/28/17

**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$90.00	\$90.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$280,800.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$140,400.00	\$140,400.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials m.a.A  
Date 4/25/17

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials M.D.A.  
Date 4/28/17

## Curriculum Vitae

**Michael A. Schneider, PSY. D.**

### **Professional Experience:**

State of New Hampshire, Disability Determination Service  
Psychological Consultant  
Specialty: Clinical Psychology, School Psychology

Private Practice  
Claremont, New Hampshire

New Hampshire Hospital  
Consulting Psychologist

Warren D. Fitzgerald and Associates  
Group Practice

### **Education:**

Hahnemann Medical University and Hospital, Philadelphia, Pennsylvania  
Psy.D. Clinical Psychology

Hahnemann Medical University and Hospital, Philadelphia, Pennsylvania  
M.S. Clinical Psychology

Herbert H. Lehman College, Bronx, New York  
B.A. History

### **Certification and Licensure:**

Licensed Psychologist, New Hampshire, #261  
Licensed Psychologist, Colorado #3538

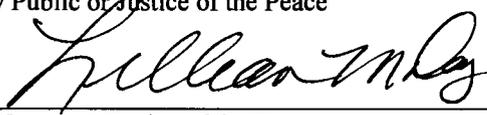
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name Craig E. Stenslie, PhD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$199,680.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Craig E. Stenslie Consultant	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>May 2, 2017</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]  my commission expires on <u>NOV. 14, 2017</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lillian M. Day</u> Notary Public			
1.14 State Agency Signature  Date: <u>5-17-17</u>		1.15 Name and Title of State Agency Signatory <u>FRANK EDELBLUT,</u> <u>COMMISSIONER OF EDUCATION</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>Sara J. Sullivan</u> Director, On: <u>5/24/17</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>E. B. Melutye</u> On: <u>5/23/17</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.

## Exhibit A

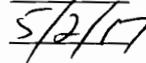
### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date

**Exhibit B**

**Payment Terms**

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$80.00	\$80.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$199,680.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Consultant	\$99,840.00	\$99,840.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials   
Date 

## **Exhibit C**

### **Provisions**

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

*lee*  
*5/2/17*

# CURRICULUM VITAE

CRAIG E. STENSLIE

[REDACTED]

## Address:

[REDACTED]

## Education:

B.A. 1976, University of North Dakota, Grand Forks, N.D., Psychology Major.

M.S. 1979, The Pennsylvania State University, University Park, PA., Clinical Psychology.

Ph.D. 1984, The Pennsylvania State University, University Park, PA., Clinical Psychology. Minor studies in Clinical Neuropsychology and Religious Studies.

Master's Thesis: An EEG study of relationships between cognitive development and neurological function during perceptual performance tasks.

Doctoral Dissertation: The contribution of Otto Rank's psychology to the critical understanding of the psychoanalytical concept of narcissism.

## Academic and Professional Honors and Credentials:

1976 Psi Chi, University of North Dakota.

1976 Magna Cum Laude, University of North Dakota.

1978-80 U.S. Public Health Service Fellowship, Pennsylvania State University.

1985- Member, American Psychological Association.

1985- Licensed Psychologist, State of New Hampshire.

1992- Member, New Hampshire Psychological Association

2013- Board of Directors, New Hampshire Psychological Association

### **Clinical and Administrative Experience:**

- 1977-81 Clinical Practicum, The Psychological Clinic, The Pennsylvania State University. Training in a wide variety of theories and practices of psychotherapy in an outpatient clinic.
- 1980-81 Intake Supervisor, The Psychological Clinic, The Pennsylvania State University. Responsibility for day to day operation of the clinic including intake interviews and liaison work with graduate therapists and clinical faculty.
- 1982-83 Predoctoral Internship in Clinical Psychology, Worcester State Hospital, Worcester, MA. Placements at University of Massachusetts Medical Center, Worcester, MA. and Herbert Lipton Mental Health Center, Clinton, MA. Training in psychological and neuropsychological assessment, case management, and psychotherapy with inpatient chronically mentally ill adults, inpatient acutely mentally ill adolescents, outpatient chronic pain sufferers, and outpatient adults and adolescents. Training in marital therapy.
- 1983-85 Outpatient Psychotherapist, Strafford Guidance Center, Dover, N.H. Individual psychotherapy, marital therapy, and psychological assessment, including disability assessment. Group psychotherapy with Vietnam Veterans. Stress management seminars to organizations in Strafford County.
- 1984-86 Manager of Satellite Outpatient Clinic, Strafford Guidance Center, Rochester, N.H. Management, administration, and supervision of clinical and support staff operations at a multidisciplinary clinic.
- 1985-87 Manager of Adult Outpatient Services, Strafford Guidance Center, Dover, N.H. Management and supervision of multidisciplinary staff providing clinical care and assessment of outpatient adults. Quality assurance, clinical supervision, record keeping and procedures, productivity, training.
- 1986 Trainee in Neuropsychological Assessment, Tufts New England Medical Center, Boston, MA. Training in the Halstead-Reitan Neuropsychological Battery and other related assessment instruments.
- 1986-89 Chairperson, Credentials and Ethics Committees, Strafford Guidance Center, Dover, N.H. Review of staff privileges of all professional employees. Review of all ethical matters, procedures, and complaints in clinical practice and research.

- 1986-91 Coordinator of Psychological Services, Strafford Guidance Center and Coastal Psychiatric Associates (affiliated with Strafford Guidance Center), Dover, N.H. Psychological and neuropsychological assessment and consultation, including disability assessment, assessment of parents and children in abuse and neglect cases and in custody cases, assessment of sexual offenders for the Sexual Abuse Treatment Program of the Strafford Guidance Center, forensic assessment of competency to stand trial and legal insanity, assessment of civil legal competency, vocational rehabilitation assessment, diagnostic assessment of chronically and acutely mentally ill, neuropsychological assessment of brain injured patients. Supervision of staff psychologist and assistant.
- 1986- Neuropsychological Consultant, Geropsychiatric Unit, Frisbie Memorial Hospital, Rochester, N.H. Assessment of dementia and depression and other psychological disorders in elderly inpatients. Staff consultation.
- 1992- Private Practice in Psychology, Cochecho Valley Mental Health, Dover, N.H. Psychological and neuropsychological assessment and consultation as above - with particular expertise in the assessment of dementia in the elderly and pervasive developmental disorders in children including autism and reactive attachment disorder; individual psychotherapy; marital therapy.
- 1992-01 Neuropsychological and Psychological Consultant, Dover Rehabilitation and Living Center, Dover, N.H. Assessment, staff consultation, and psychotherapy with adult and elderly inpatients in a sub-acute care rehabilitation facility.
- 1994-96 Neuropsychological and Psychological Consultant, Learning Services Rehabilitation Center, Newington, N.H. Assessment, staff consultation, and psychotherapy with adult and adolescent outpatients in a sub-acute rehabilitation facility.
- 1996- Psychological Consultant, Disability Determination Service, New Hampshire Office of Social Security, Concord, N.H. Review of claims for disability for mental disorders.

**Related Experience:**

- 1977 Research Assistant, Psychology Department, University of North Dakota, Grand Forks, N.D.
- 1977-78 Teaching Assistant, Psychology Department, The Pennsylvania State University, University Park, PA.
- 1978,79 Research Assistant, The Human Nutrition Laboratory, SEA, USDA, Grand Forks, N.D.
- 1984 President of Union Local Chapter, Strafford Guidance Center, Dover, N.H.
- 1985-05 Psychological Consultant, Rochester Youth Connection, Rochester, N.H.

### **Forensic Experience:**

1986- Qualified as an expert witness on psychological and neuropsychological matters in individual cases in the following courts: United States District Court for New Hampshire, United States District Court for Maine, Strafford County Superior Court, Strafford County Probate Court, Rockingham County Superior Court, Rockingham County Probate Court, Carroll County Superior Court, Coos County Superior Court, Dover District Court, Rochester District Court, Somersworth District Court, Manchester District Court, Derry District Court, Portsmouth District Court. Court ordered and lawyer referred risk assessment for sexual offenders. Expert testimony in criminal cases regarding competency to stand trial and pleas of not guilty by reason of insanity. Expert testimony in civil cases regarding termination of parental rights, parental neglect and abuse potential, child custody and visitation in divorce disputes, legal competency with regard to petitions for guardianship, legal competency to make a will, and the extent and nature of psychological or neuropsychological limitations or suffering in personal injury lawsuits.

### **Publications:**

Tucker, D.M., Antes, J.R., Stenslie, C.E., & Barnhardt, T.M. Anxiety and lateral cerebral function. Journal of Abnormal Psychology, 1978, 87, 380-383.

Tucker, D.M., Stenslie, C.E., Roth, R.S., & Shearer, S.L. Right frontal lobe activation and right hemisphere performance. Archives of General Psychiatry, 1981, 38, 169-174.

### **Paper Presentations:**

Brain function in depression. International Neuropsychological Society, New York City, February, 1979. D.M. Tucker & C.E. Stenslie.

A critical review of the book, *Culture of Narcissism*, by Christopher Lasch. American Academy of Religion, San Francisco, CA. December, 1981.

Narcissism and the will to form. American Psychological Association, Washington, D.C., August, 1986.

Artistic development and the literary theme of the double. American Psychological Association, New York City. August, 1987.

Masks and the psychological necessity of pretense. American Psychological Association, New Orleans, LA. August, 1989.

Ironic detachment in postmodernism: implications for a self-psychology. American Psychological Association, Boston, MA. August, 1990.

Postmodernist critical perspectives on psychotherapy in a narcissistic age. American Psychological Association, San Francisco, CA. August, 1991.

The dynamics of creation in an age of psychological ideology. American Psychological Association, Washington, D.C. August, 1992.

Postmodernism as violence to the self. American Psychological Association, Los Angeles, CA. August, 1994.

The postmodern self: creative responses to violence and contradiction. American Psychological Association, New York City. August, 1995.

The death of vision: a critical review of the novels of Don DeLillo. American Psychological Association, San Francisco, CA. August, 1998.

Robert Irwin: The artist's uses of visual perception. American Psychological Association, Boston, MA. August, 1999.

### **Seminar and Workshop Presentations:**

Introductory psychology. Strafford Guidance Center, Dover, N.H., 1988 & 1991.

Introduction to psychoanalytic psychotherapy. Strafford Guidance Center, Dover, N.H., 1988.

Advanced psychotherapy: an overview of theoretical issues. Strafford Guidance Center, Dover, N.H., 1989.

Neuropsychological assessment with the chronically mentally ill. National Alliance for the Mentally Ill, Seacoast Chapter, Dover, N.H., 1990.

Neuropsychological assessment of the elderly. Staffs of several nursing homes, Concord, N.H., 1990.

Psychological assessment of families in divorce and custody cases. Group of Guardians ad Litem, Portsmouth, N.H., 1992.

Psychological assessment of families in divorce and custody cases. Statewide training for Guardians ad Litem, Concord, N.H., 1995, 1996.

Psychological assessment of families in divorce and custody cases. Group of Guardians ad Litem, Dover, N.H., 1996.

### **Continuing Education:**

Please see attached lists for workshops and seminars attended in the past several years.

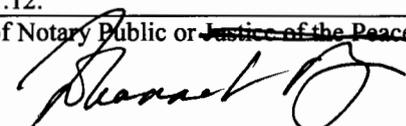
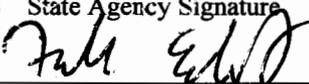
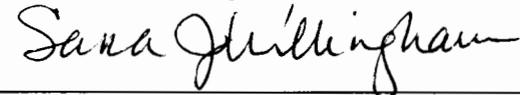
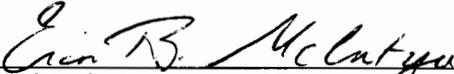
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

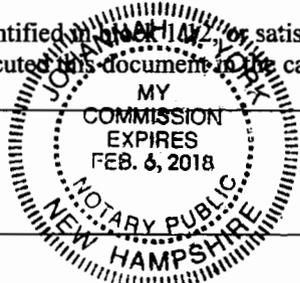
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Education, DDS		1.2 State Agency Address 21 S. Fruit St., Suite 30, Concord, NH 03301	
1.3 Contractor Name James Trice, MD		1.4 Contractor Address [REDACTED]	
1.5 Contractor Phone Number [REDACTED]	1.6 Account Number 565510-4040-046-500462	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$187,200.00
1.9 Contracting Officer for State Agency Paul K. Leather, Deputy Commissioner of Education		1.10 State Agency Telephone Number (603) 271-7301	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAMES M. TRICE M.D.	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Merrimack</del> On <u>April 28, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.11, 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 <del>Justice of the Peace</del>  [Seal]			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> Johannah M York			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory FRANK EDELBLUT, COMMISSIONER OF EDUCATION	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 5/24/17			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/23/17			
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.

## Exhibit A

### Scope of the Work:

Per Federal Regulation 20 CFR 404.1620 provides that: "The State will provide...consultant services...sufficient to ensure that disability determinations are made accurately and promptly." In the role of Medical/Psychological Consultant, the contractor shall:

- Apply medical specialty knowledge in evaluation of disability cases for all age ranges.
- Review and analyzes medical evidence to determine impairment severity and remaining physical and mental functional capacity
- Prepares a detailed written medical analysis of the facts of the disability case including the total effect of the impairment(s), including those that are not severe.
- Recommends the need for medical tests, evaluations or consultative examinations in the fields of medicine, psychology, psychiatry or other specialties.
- Consults with internal and external professionals or contacts providers, including physicians and psychologists, to address highly complex issues or to resolve conflicts in evidence.
- May assist examiners in medical training to ensure uniform understanding of instructions containing medical content, as well as assisting in complex case development.
- Protects and safeguards confidential and sensitive personal and medical information in accordance with federal and state mandates.
- Attend required training.
- Maintain a valid and unrestricted license to practice in the State of NH.
- When delivering services under an approved contract the contractor shall work under the direct supervision of the Chief Medical or Psychological Consultant as appropriate in coordination with the DDS Administrator.
- Any reduction in available work on a given day, the State may suspend work for that day.

Contractor Initials

Date

JT  
4/28/2017

**Exhibit B**

Payment Terms

In consideration of the services to be performed by the contractor, the State agrees to pay Contractor in accordance with the hourly rate payment schedule provided below, commencing on July 1, 2017 through June 30, 2019 upon approval of Governor and Council

	<u>FY 2018</u>	<u>FY 2019</u>
Hourly Rate=	\$90.00	\$90.00

There is not a set amount of scheduled hours.

**Limitation on Price:** This contract will not exceed \$187,200.00

Billable DDS work hours is time spent on DDS claims as identified in Exhibit A. Lunchtime and any time not spent performing actual DDS work is to be excluded.

**Source of Funding:**

Funding for this contract is 100% Federal Funds from the Account Titled Disability Determination Services as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
06-56-56-565510-40400000-046-500462 Transcription Services	\$93,600.00	\$93,600.00

**Method of Payment:**

Consultants will submit an invoice to Cheryl Hobart for payment twice per month for work performed from the 1st of a month thru the 15th and the second invoice for the 16th through the end of the month.

Contractor Initials JK  
Date 4/28/2017

## Exhibit C

### Provisions

The Contract is subject to suspension or termination on the grounds of misfeasance, malfeasance or nonfeasance.

Any reduction in available work on a given day, the State may suspend work for the day.

The number of hours of work performed weekly is an "as needed" basis.

#### **Conflict of Interest:**

Upon assignment of a new case, Contractor shall make reasonable and diligent efforts to obtain and review relevant documents to determine if any potential conflicts of interest exist in the case. Consultant will recuse him/herself if a conflict exists.

#### **Insurance:**

Authorize the Department of Education to amend Section 14.1.1 by waiving general liability insurance.

#### **Termination**

This agreement may be terminated by the DOE for cause immediately upon notice to the Contractor. This agreement may be terminated at any time by either party without cause. In the event that the Contractor fails to comply with case processing time, mandated security compliance, case consultant or case assessment policies, the Contract may be terminated by the DOE immediately upon notice to the Contractor.

Contractor Initials

Date

*JH*  
4/28/2017



LICENSURE: 1983-2017 New Hampshire, (6799); California 2007-2019(G88009),  
2011-2016 Vermont, not renewed

#### CURRICULUM VITAE

James M. Trice, MD

#### HOSPITAL APPOINTMENTS:

2011- 2015 Fletcher Allen Health Care, University of Vermont Medical Center  
2007-2009 Ronald Reagan, UCLA Medical Center, Attending Physician  
2007-2009 Santa Monica, UCLA Medical Center, Attending Physician  
1983-2011 Concord Hospital, Attending Physician

#### ADMINISTRATIVE ASSIGNMENTS:

1999 Chairman, Department of Internal Medicine, Concord Hospital

#### PROFESSIONAL ORGANIZATIONS:

1986-1995 Chairman, Board of Directors Arthritis Foundation, NH Chapter

#### SOCIETY MEMBERSHIPS:

1988-present American College of Rheumatology

#### HONORS. AWARDS. DISTINCTIONS:

1986 Founding Fellow, American Rheumatism Association  
1993 Arthritis Foundation Honor for helping to educate patients with  
arthritis:  
1995 Service Award, Arthritis Foundation, NH Chapter  
2009 Highest rated subspecialty Clinic by patients, UCLA  
2009 Recognition for subspecialty care to patients by the department of  
Internal Medicine, Division of Rheumatology

#### CLINICAL MILESTONES:

1983-2007 Very Active Clinical Research Career as a PI in multiple protocols  
1995 First to offer Bone Densitometry by DEXA, Concord, NH  
1997 First in Concord, (second in NH) to be a certified clinical  
densitometrist by the International Society of Clinical Densitometry  
2006 Rheumatology Rounds, UCLA Medical Center; Musculoskeletal  
Manifestations of Acromegaly  
2010 Rheumatology Grand Rounds, Giant Cell Arteritis/Polymyalgia  
Rheumatica, Oregon Health and Sciences University

## CURRICULUM VITAE

James M. Trice, MD

### FACULTY POSITION RESPONSIBILITIES UCLA

2007-2009 Ongoing care/consultations/new patient evaluations in the clinic  
32-36 hours/week in Santa Monica and Westwood  
inpatient consultations and ongoing care in Santa Monica and  
Westwood, 13-15 weeks/year  
Clinical Instruction second year medical students 4 hours/week from  
October to April  
Resident teaching in the clinic and hospital very often  
Rheumatology Fellow mentoring and teaching in the clinic and hospital  
on almost a daily basis; Fellows continuity clinic once a month  
Didactic lectures to the housestaff 1-2 times per year  
Rheumatology Grand Rounds approximately once a year

### FACULTY POSITION RESPONSIBILITIES Fletcher Allen/University of Vermont Medical Center

2011- 2015 Ongoing Care/consultations/new patient evaluations in the ambulatory  
clinic 28-32 hours per week  
Inpatient consultations/care 6-8 weeks per year  
Clinical instruction and didactic teaching of fellows, residents and  
medical students  
Rheumatology Grand Rounds twice a year  
Bone density interpretations and reports  
Clinical Research

### BIBLIOGRAPHY:

1. Thrombotic Thrombocytopenic Purpura during Penicillamine Therapy for Rheumatoid Arthritis; James M. Trice, Robert S Pinals and Gerald I Plitman: Archives of Internal Medicine, July 1983, Volume 143, 1487-1488
2. Dimethyl Sulfoxide: A Review of Its Uses in the Rheumatic Diseases; James M. Trice and Robert S.Pinals; Seminars in Arthritis and Rheumatism, August 1984 Volume 15 (1), 45-60
3. Sulfasalazine in Rheumatoid Arthritis; A Double Blind Placebo Controlled Trial; Pinals RS, et al, Arthritis and Rheumatism, 29: 1427-1434, 1984 (Acknowledgement)
4. The Safety and Efficacy Of a JAK Inhibitor in Patients with Active Rheumatoid Arthritis; Joel M. Kremer et al; Arthritis and Rheumatism July 2009, Volume 60 Number 7, 1895-1905 (PI Acknowledgement)
5. Ofatumumab, A Human Anti-CD 20 Monoclonal Antibody for Treatment of Rheumatoid Arthritis with an Inadequate Response to One or More Disease

Modifying Antirheumatic Drugs; Results of a Randomized, Double-Blind Placebo Controlled Phase I/II Study; Ostergard, M et al in Arthritis and Rheumatism August 2010, Volume 62, Number 8; 2227-2238 (PI Acknowledgement)

\* July 10, 2009 to February 6, 2011 not employed in medicine

February 7, 2011 to December 11, 2011, medical consultant for Department of Disability Services(Social Security), State of New Hampshire ; 32 hours/week

7/1/2015-12/31/2015 not employed in Medicine

Current Position:

01/01/2016-present: Medical consultant DDS 13-20 hours/week

April 12, 2017