



June 17, 2014

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities (the "Council") to enter into an agreement with Kathleen Bates of Somersworth, N.H (Vendor 151044), in an amount not to exceed \$15,000, to coordinate and facilitate a statewide leadership team of people with developmental disabilities, effective on the date of Governor and Council approval, through June 30, 2016. The source of funds is 100% federal.

Funding is available in the following accounts, contingent upon continued appropriations for fiscal years 2015 and 2016 as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. In the event that federal funds become no longer available, general funds will not be used to support this contract.

01-97-97-970010-71350000 – Developmental Disabilities Council	
State Fiscal Year 2015 Class 046-500464 Consultants	\$7,500
State Fiscal Year 2016 Class 046-500464 Consultants	\$7,500
Total	\$15,000

EXPLANATION

The New Hampshire Council on Developmental Disabilities (Council) is seeking approval to contract with Kathleen Bates for coordination of a statewide leadership team of people with developmental disabilities to advise the Council on how best to support self-advocacy among people with developmental disabilities and help develop programs and opportunities for people throughout the state to develop and improve their self-advocacy skills. The Council is required by federal law to support a statewide self-advocacy organization led by people with developmental disabilities, and to include a self-advocacy goal in its strategic five-year plan. "Self-Advocacy" refers to individuals with developmental disabilities making their own choices and speaking for themselves with regard to services, supports and rights, and organizations led by people with developmental disabilities that help people learn how to make decisions and choices that affect their lives so they can be more independent.

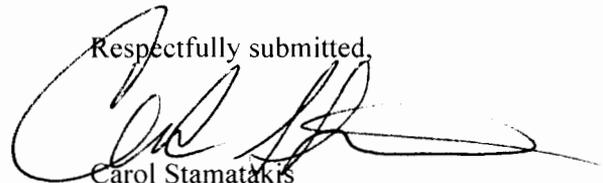
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
June 17, 2014
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The Developmental Disabilities Assistance and Bill of Rights Act (DD Act) provides federal financial assistance to states to support community-based delivery of services to persons with developmental disabilities to help them maximize their work potential, facilitate their ability to live independently, and foster their integration into the community. The DD Act seeks to assure that people with developmental disabilities and their families take part in the design of, and have access to, needed community services, individualized supports, and other forms of assistance that promote self-determination, independence, productivity, and integration and inclusion in all facets of community life. The NH Council on Developmental Disabilities is the recipient of said funds and subject to detailed programmatic and fiscal reporting requirements. Requirements for the support of self-advocacy are found in 42 USC 15024 (c)(4)(A)(ii).

This project was placed out to bid by an ad placed in the Manchester Union Leader on May 6, 7 and 8, 2014. Kathleen Bates was the only bidder to respond to this project. Ms. Bates, who has a disability herself (cerebral palsy), is a teacher and well-known and respected advocate for people with disabilities in the areas of employment, person-centered planning, self-directed care, education, and disability rights. She has extensive experience advising and facilitating self-advocacy groups. She has done work for the Council in the past and the quality of her work has been exceptional.

The geographic area served by this project is statewide. The source of funds is 100 % federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carol Stamatakis', written over the typed name.

Carol Stamatakis
Executive Director

Developmental 47955

to the previous day's puzzle.

2	8	5	3	9	6	1	4	7
7	6	9	5	4	1	3	2	8

found online at www.nhodd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.m.stamatakis@ddc.nh.gov. NH Council on Developmental Disabilities, The Walker Building, 21 South Fruit Street, Suite 22, Concord, NH 03301-2451. (UL - May 6, 7, 8)

Legal Notice

REQUEST FOR PROPOSALS (RFP)

Funding of up to \$7,500 per year for up to 2 years is available for facilitating self-advocacy activities for adults with developmental disabilities. The deadline for receiving proposals is May 15, 2014. Information and a copy of the RFP can be

LEGAL PROBATE NOTICE
THE STATE OF NEW HAMPSHIRE

10th Circuit - Probate Division - Brentwood 4/12/2014 thru 4/25/2014

APPOINTMENT OF FIDUCIARIES

Notice is hereby given that the following fiduciaries have been duly appointed by the Judge of Probate for Rockingham County. All persons having claims against these decedents are requested to exhibit them for adjustment and all indebted to make payment.

NUMBERS LISTED ARE COURT DOCKET NUMBERS.

ALOSI, James Carl, late of Atkinson, NH, Margaret A. Alosi, 5 Olde Common Drive, Atkinson, NH 03811. #318-2014-ET-00349
BACON, Harold Martin, late of Londonderry, NH, Dorothy L. Eaton, 5 Pleasant Drive, Londonderry, NH 03053. #318-2014-ET-00413
BENNETT, Marguerite Zakia, late of Exeter, NH, Jean-Paul Bennett, One Lady Hill

Cryptoquip
The cryptoquip is a simple substitution cipher in which each letter used stands for another. If you think the X equals O, it will equal O throughout the puzzle. Single letters, short words and words using an apostrophe can give you clues to locating vowels. Solution is accomplished by trial and error.

T J C M A Y A L A R G Z U T Y M N
U P F C J R S J - B G P N C R M
K C S Q F C U, R N Y D C R N N J C L
U J P Q K Z C Y N V J R V D B C Y U.

Yesterday's Cryptoquip: UPCOMING NETWORK
SHITCOM ABOUT A FRIENDLY BUT MOTLEY
GROUP OF BOWLERS: "DIFFERENT STRIKES."

Today's Cryptoquip Clue: N equals T

Bridge
Steve Becker

Let's say you're West and the bidding goes as shown. Whether you lose three trump tricks and a dia-

1	2	3	4	5	6	7	8	9	10	11	
12				13					14		
15				16				17			
18						19	20				
21	22	23				24					
25				26	27				28	29	
30				31					32		
33			34					35			
36							37				
38	39				40	41					
42				43	44				45	46	47
48				49					50		

Yesterday's answer 5-6

ball's
Sosa
32 Eg. and
Syt., once
33 Miscel-
laneous
remnants

PIE G CAM ERAS F LIND
OARS PREIS
JU MBL E SIE I
AL AI CAM ELL I A
CAL L TI ROLL I NG
KNE E SIA G SEI GO

44 inere
tide ...
45 Cartesian
conclu-
sion
46 Egg (Pref.)
47 Profit

...for mortgage life insurance...
...at (603) 230-4042. NHTI reserves the right to accept and reject any or all proposals.
(UL - May 7, 8, 9)

Case Number: 2014-CV-00181
Date Complaint Filed: April 10, 2014
A Complaint to Quiet Title to a certain tract of land with any attached buildings located in Nashua, in the State of New Hampshire has been filed with this court. The property is described as follows:
26 Harris Street

The Court ORDERS:
US Bank, National Association shall give notice to Heirs, Devisees and Legal Representatives of James J. Barry of this action by publishing a verified copy of this Citation for Publication once a week for three successive weeks in the Union Leader, a newspaper of general circulation. The last publication shall be on or before May 30, 2014.

Also, ON OR BEFORE 30 days after the last publication - Heirs, Devisees and Legal Representatives of James J. Barry shall file an Appearance and Answer or responsive pleading with this court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party listed below.

June 20, 2014 - US BANK, National Association shall file the Return of Service with this Court. Failure to do so may result in this action being dismissed without further notice.

Notice to Heirs, Devisees and Legal Representatives of James J. Barry, if you do not comply with these requirements, you will be considered in default and the Court may issue orders that affect you without your input.
(UL - April 30; May 7, 14)

Independent Contractors needed to deliver the New Hampshire Union Leader and Sunday News! Early a.m. delivery. Must have own vehicle with proof of insurance. Collection responsibilities. Weekly incomes listed below are approximate and based on commission of sales.

FITZWILLIAM/RINDGE \$365
NEW IPSWICH/SHARON \$335

NEW HAMPSHIRE UNION LEADER
Open up New Hampshire.
Call the Circulation Department at (603) 668-4321 ext. 231

UP TO \$800 PER MONTH*

Independent Contractors needed to deliver the New Hampshire Union Leader & Sunday News in Manchester!

Early morning delivery - 7 days per week
Approximately 2 hours per day...finish by 6:30 a.m.
Must have dependable vehicle and proof of insurance

* Monthly incomes are approximate, based on commission of sales and do not include tips.

Call the Circulation Department between 6:00 a.m. and noon at 668-4321 ext. 231 or 668-1210

NEW HAMPSHIRE UNION LEADER
Open up New Hampshire.

Developmental Disabilities 47955

Developments Disabilities 47955

Legal Notice

COUNTY CONVENTION

The Hillsborough County Legislature Delegation will meet in CONVENTION on Wednesday May 21, 2014 at New Hampshire State House, Concord NH during the lunch recess for the following purpose:

1. Consistent with RSA 237:7 to Establish Compensation for Elected Officials.
2. Pursuant to RSA 268:8-d to ratify the Lease Agreement between Hillsborough County and the State of New Hampshire Administrative Services for the purpose of leasing a portion of the 2nd floor of the Bouchard Building with storage space for the Gollistown District Court, through November 30, 2018 pending this agreement has been approved by the Hillsborough County Board of Commissioners on April 25, 2014.
3. To ratify the Amendment between Hillsborough County and the State of New Hampshire Administrative Services for the purpose of extending the lease for rental space at 300 Chestnut St. Manchester NH to expire no later than December 31, 2017 noting this agreement has been approved by the Hillsborough County Board of Commissioners on April 25, 2014.
4. And any other business to come before the Delegation.

Rep. Steve Spratt Chairman
Hillsborough County Delegation
(UL - May 8)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of and pursuant to a power of sale contained in a certain Mortgage Deed dated January 26, 2005 given by **Lorna A. Kewae** to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture, whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, 4300 Goodfellow Blvd., Bldg. 105, St. Louis, Missouri 63120, having been recorded in the Registry of Deeds, County of Grafton and State of New Hampshire, in Book 3101, PAGE 682 Rural Housing Service for New Hampshire, United States Department of Agriculture, will sell at

PUBLIC AUCTION
on the premises located at 16 Elm Street, Littleton, New Hampshire on Wednesday, May 28, 2014 AT: 3:00 p.m. the following described real estate:

A certain parcel of land, with the buildings thereon, situated on the easterly side of Elm Street in the Town of Littleton, County of Grafton and the State of New Hampshire, bounded and further described as follows:

Beginning at an iron pin in the easterly corner of said Elm Street, said pin being one hundred forty and five-tenths (140.5) feet, more or less, northerly from the curb at the sidewalk of Main Street thence running northerly along said Elm Street twenty (20) feet to an iron pin at the southwesterly corner of land now or formerly of Hopkins; thence turning and running about South 56° 30' East ninety-one (91) feet, more or less, to an iron pin; thence turning and running South 47° West sixty-five and seven-tenths (65.7) feet, more or less, to an iron pin; thence turning and running North 52° 15' West along the land herein described and other land now or formerly of Winn forty-six and four tenths (46.4) feet, more or less, to an iron pin; thence turning and running North 17° 30' East along the land herein described and other land now or formerly of Winn thirty-eight (38) feet, more or less, to an iron pin.

Legal Notice

THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for bridge replacement located in Bow-Concord. A complete invitation to bid and project description may be obtained at <http://www.nh.gov/dot/otlg/administration/finance/bids/invitations/index.htm>, Project No. 13742A. Plans and specifications must be purchased from the NHDOT, Finance & Contracts, 7 Hazen Drive, Room 130, Concord, NH. Sealed bids must be deposited in the Bid Box at 7 Hazen Drive, Room 112, Concord, NH, no later than 2:00 PM EST on May 29, 2014.

William J. Cass, P.E.,
Director of Project Development
(UL - May 8)

Legal Notice

EPPING SCHOOL BOARD MEMBER VACANCY

The Epping School Board has a vacancy occurring on the Board. Per RSA 197:26 the Board will be filling this vacancy until the next annual meeting of the district in March 2015 at which time this position will be placed on the ballot.

Interested Epping citizens are to send a letter of interest by May 30, 2014 to the Epping School Board in care of SAU 15, 213 Main Street, Epping, NH 03042. Letters may also be sent via email to esb@sa15.nh.gov. Please include email address and phone number so that the Board may contact you. The Epping School Board will review letters of interest and conduct interviews for these positions.

EPPING SCHOOL BOARD
(UL - May 6, 8)

Legal Notice

Public Notice

NHIT - Concord's Community College Provide Door Lock Repair, Service & Material

NHIT-Concord's Community College is requesting bids for services to provide door lock repair, service & material. Details may be found on the Community College System of NH website at www.cssnh.edu/bidding/ and click on NHIT 14-70. Contact person is Anne Breen at (603) 230-4042. NHIT reserves the right to accept and reject any or all proposals.
(UL - May 7, 8, 9)

Legal Notice

Analysis of Impediments to Fair Housing Choice

New Hampshire Housing Finance Authority requests bids for the development of an update to New Hampshire's Analysis of Impediments to Fair Housing Choice. For the full Request for Proposals, please go to <http://www.nhbia.org/about-us-public-notices-hearings.cfm>
(UL - May 8, 9, 11)

Legal Notice

REQUEST FOR PROPOSALS (RFP)

Funding of up to \$7,500 per year for up to 2 years is available for facilitating self-advocacy activities for adults with developmental disabilities. The deadline for receiving proposals is May 15, 2014. Information and a copy of the RFP can be found online at www.nhdd.org. Hard copies may be requested by contacting Carol Stamatakis at 603-271-1157 or carol.stamatakis@ddc.nh.gov. NH Council on Developmental Disabilities, The Walker Building, 21 South Fruit Street, Suite 22, Concord, NH 03301-2451.
(UL - May 6, 7, 8)

Legal Notice

Rockingham County Convention Meeting and Benefits

To Vote Elected Officials Salaries
Terms of Office 2015/2016
Thursday, May 15, 2014 at 6:00 p.m.
Hilton Auditorium
Rockingham County Nursing Home
Brentwood, NH
Executive Committee Meeting
at 5:30 p.m.
Commissioner's Conference Room
Kevin Waterhouse, Clerk
Rockingham County Convention
(UL - May 8)

Legal Notice

TOWN OF DEERFIELD INVITATION TO BID

The Town of Deerfield is seeking sealed bids for paving the following: Approximately 3000 x 24 feet of Pleasant Hill Road. Grind and pave 2 1/2 binder. Approximately 1200 x 20 feet on Cofftown Road pave 2 1/2 binder. 5% performance bond may be required. Paving is to be done per New Hampshire DOT Standard Specifications for Road and Bridge Construction section 401.3.2 through 3.9 using a type "B" base. Pricing is to be per ton, in-place machine paving. Price is to include driveway tie-ins as needed. Please mark bid envelope "PAYING". Bids to be received by the Town of Deerfield Selectmen's Office located at 8 Raymond Road, P.O. Box 159, Deerfield, NH 03037 no later than Monday, May 19, 2014 by 5:00 pm. The Town of Deerfield reserves the right to reject any and all bids. For more information contact: Mark Young, Highway Agent, 603-463-7736.
(UL - May 8)

Legal Notice

NOTICE OF MORTGAGEE'S SALE

By virtue of and pursuant to a power of sale contained in a certain Quitclaim Deed dated November 4, 2005 given by **Susan D. Seivigny** to the United States of America, acting through the Rural Housing Service, United States Department of Agriculture, whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, 4300 Goodfellow Blvd., Bldg. 105, St. Louis, Missouri 63120, having been recorded in the Registry of Deeds, County of Coos and State of New Hampshire, in Book 762 PAGE 422 Rural Housing Service for New Hampshire, United States Department of Agriculture, will sell at

PUBLIC AUCTION
on the premises located at 148 Bridge Street, Berlin, New Hampshire on Wednesday, May 28, 2014 at 9:00 a.m. the following described real estate:

Certain pieces or parcels of land, with the buildings thereon, situated in the City of Berlin.

Legal Notice

NOTICE OF MORTGAGEE'S SALE

Pursuant to a power of sale contained in a certain mortgage conveyed by **Marc L. Reed and Donna Reed** (collectively the "Mortgagor") to Bank of New Hampshire (the "Mortgagee"), dated August 22, 2008 recorded at the Sullivan County Registry of Deeds at Book 1701, Page 0087, the "Mortgage Deed" notice is hereby given that on Wednesday, June 11, 2014 at 11:00 AM, the Mortgagee will auction at public auction a certain tract of land and the improvement thereon:

Legal Notice

TOWN OF DEERFIELD INVITATION TO BID

The Town of Deerfield is seeking sealed bids for paving the following: Approximately 3000 x 24 feet of Pleasant Hill Road. Grind and pave 2 1/2 binder. Approximately 1200 x 20 feet on Cofftown Road pave 2 1/2 binder. 5% performance bond may be required. Paving is to be done per New Hampshire DOT Standard Specifications for Road and Bridge Construction section 401.3.2 through 3.9 using a type "B" base. Pricing is to be per ton, in-place machine paving. Price is to include driveway tie-ins as needed. Please mark bid envelope "PAYING". Bids to be received by the Town of Deerfield Selectmen's Office located at 8 Raymond Road, P.O. Box 159, Deerfield, NH 03037 no later than Monday, May 19, 2014 by 5:00 pm. The Town of Deerfield reserves the right to reject any and all bids. For more information contact: Mark Young, Highway Agent, 603-463-7736.
(UL - May 8)

Legal Notice

THE STATE OF NEW HAMPSHIRE DAS-BPW IS SOLICITING BIDS:

The State of New Hampshire is soliciting bids for CONCORD & DOVER DMV GENERATOR AND CONCORD DMV SIDEWALK in Concord and Dover, NH for the Department of Safety Division of Motor Vehicles. A complete invitation to bid and project description may be obtained at <http://www.nh.gov/dot/otlg/administration/finance/bids/invitations/index.htm>, BPW Project No. 80738R Contract B. Plans and Specifications must be purchased from the NH DOT, Finance & Contracts Office at 777 State Street, Concord, NH 03301.
(UL - May 8)

Legal Notice

TOWN OF DEERFIELD INVITATION TO BID

The Town of Deerfield is seeking sealed bids for the roadside mowing of approximately 68 miles of roads within the town. Please mark envelope, "ROADSIDE MOWING". All bids must be received by the Board of Selectmen's Office located at 8 Raymond Road, P.O. Box 159, Deerfield, NH 03037 no later than Monday, May 19, 2014 by 5:00 pm. The Town of Deerfield reserves the right to reject any and all bids. For more information contact: Mark Young, Highway Agent, 603-463-7736.
(UL - May 8)

Subject: Coordinating a statewide leadership team of people with developmental disabilities

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Council on Developmental Disabilities		1.2 State Agency Address 21 South Fruit Street, Suite 22, Concord, NH 03301	
1.3 Contractor Name Kathleen Bates		1.4 Contractor Address 42 Cornfield Drive, Somersworth, N.H 03878	
1.5 Contractor Phone Number 603) 841-5700	1.6 Account Number 01-97-97-970010-7135-046	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Carol Stamatakis, Executive Director		1.10 State Agency Telephone Number (603) 271-3236	
1.11 Contractor Signature <i>Kathleen Bates</i>		1.12 Name and Title of Contractor Signatory Kathleen Bates	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>6-14-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Seal] Terri M. Valdez</i>			
1.13.2 Name and Title of Notary or Justice of the Peace		Terri M. Valdez Notary Public, State of New Hampshire My Commission Expires June 4, 2019	
1.14 State Agency Signature <i>Carol Stamatakis</i>		1.15 Name and Title of State Agency Signatory Carol Stamatakis, Executive Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Paul G. Felt</i> On: <u>6/17/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials KEB
Date 6/14/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials KFB
Date 6/19/11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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Date 6/14/14

Exhibit A
Kathleen Bates
SCOPE OF SERVICES

DATE: June 13, 2014

CONTRACT PERIOD: Upon approval of Governor and Council – June 30, 2016

CONTRACTOR:

NAME: Kathleen Bates

ADDRESS: 42 Cornfield Drive

Somersworth, N.H 03878

TELEPHONE: (603) 841-5700

The CONTRACTOR shall coordinate and facilitate a statewide leadership team of people with developmental disabilities to advise the Council and other agencies on how best to support self-advocacy in New Hampshire, and on issues impacting people with developmental disabilities, in order to assure that the Council is in compliance with federal requirements for the support of self-advocacy. "Self-Advocacy" refers to individuals with developmental disabilities speaking for themselves with regard to services, supports and rights, and organizations led by people with developmental disabilities that support and assist people with developmental disabilities to learn how to speak for themselves effectively.

Activities shall include, but are not limited to, the following: The leadership team will undertake activities to help strengthen self-advocacy in New Hampshire, and expand opportunities for people with developmental disabilities to participate in self-advocacy and to have input into programs and policies that impact their lives. The team will consist of people with developmental disabilities who have been leaders in local or statewide organizations or in their own communities. The facilitator will help recruit and support members, plan and organize monthly meetings and activities and assist the group in setting and achieving goals. Meetings will include guest presenters from other organizations with common concerns and opportunities for networking and collaboration.

Scope of work -

- Develop strategies and initiatives to support the NH Council on Developmental Disabilities achieve the following goal as stated in its five-year plan: "There will be at least one statewide self-advocacy organization led by people with disabilities, more people will participate and more individuals with developmental disabilities will achieve greater choice, independence, and self-determination through their advocacy efforts."
- Prepare, facilitate, and report on monthly meetings of the leadership team, and prepare narrative summaries annually and upon request that clearly document activities and accomplishments.
- Assure that people with disabilities who are members of the leadership team have the supports needed to fully and meaningfully participate and that meetings are structured in a manner that all members are fully respected and have the opportunity to speak and be heard.
- Support the team in identifying issues, projects and priorities to focus on, and assist the team with goal setting, organization, problem solving and recruitment and support of new members.

NFB
6/14/14

EXHIBIT B

PURCHASE OF SERVICES

Agency Name: NH Council on Developmental Disabilities

Program Period: Upon approval of Governor and Council through June 30, 2016

Subject to the Contractor's compliance with the terms and conditions of this agreement, and for services provided, the State shall compensate the Contractor at a rate of \$30 an hour and provide reimbursement of pre-approved expenses up to an amount not to exceed Fifteen thousand (\$15,000) dollars over the duration of the contract period.

An invoice specifying hours worked with a brief description of the nature of the work must be completed, signed, and returned to the NH Council on Developmental Disabilities, in order to initiate payment. Please deliver or mail the invoice to:

Executive Director
NH Council on Developmental Disabilities
21 South Fruit Street, Suite 22
Concord, NH 03773

KFB
6/14/14

EXHIBIT C
SPECIAL PROVISIONS

1. **Insurance:** Given the nature of the Scope of Services, the parties agree to waive the insurance requirement as stated in item no. 14 of the State Form P-37.

KFB

6/14/19

Kathleen Bates

42 Cornfield Drive
Somersworth, N.H 03878
Home: (603) 841-5700
wngsandwheels@comcast.net

Objective *To obtain a position that will allow me to use my extensive skills in advocacy education and life to improve the lives of people who experience disabilities.*

Primary Work Experience

Owner, Wings and Wheels Consulting Services

Public speaker, consultant, trainer and writer on topics of disability, human potential, participation and full citizenship. 2008 – Present

Group Leader/Facilitator, The NH Leadership Series (UCED),

Worked with a small group of participants including individuals with disabilities and family members and future professionals in the human service field. Administered field work assignments and gave feedback on them. Facilitated discussions on many disability related topics such as education, employment, and community inclusion. As a result leadership and advocacy skills were strengthened. In addition, gave presentations to the large group.

1998 – Present

Somersworth Youth Connection, Idlehurst Elementary School,

Provide homework support as part of an after school program. Works with grades 1-5 and ESOL students. In addition provide enrichment activities. 2012 – Present

Teaching Assistant, UNH course on Contemporary Issues in Developmental Disabilities

Assisted professor with course development by advising on topics and finding guest speakers. Lectured, presented, lead discussions, and provided feedback on assignments. Fall 2007, 2009, 2010, 2011

Advisor, People First of NH

Serve as an advisor for the Our Goals Group, a chapter of people first of NH. Assist members to develop skills in leadership and advocacy. Assist in creating agendas and teach skills involved with running a meeting effectively. 2001 – 2010

Other Work Experience

Workshop Series Presenter on Diversity (2012)
Somersworth Middle School

Editor (2006)
Natural Resources Conservation Service

Kindergarten Teacher
Sacred Heart School, Concord, NH (2001 – 2001)

Special Education Paraprofessional

	<i>Plainfield Elementary School, Plainfield, NH</i>	<i>(1994 – 2001)</i>
	<i>Mary C. Dondero Elementary, Portsmouth, NH</i>	<i>(1991 – 1992)</i>
Education	<i>St. Andrews Presbyterian College, Laurinburg, NC</i>	
	B.A., Elementary Education	<i>(1984)</i>
	RENEW Facilitator	<i>2012</i>
	<i>Institute on Disability</i>	

Future Endeavors

Facilitator for an Advocacy Group, NH Council on Developmental Disabilities,
Will serve as a facilitator for a group of leaders who experience disabilities.
Targeting key issues to be determined by the group (such as transportation and employment). Feb 2013

Volunteer Experience

<i>Quality Council for the Bureau of Developmental Services</i>	
Vice-Chair and Member of Workforce Committee	<i>(2009 – Present)</i>
<i>Youth Empowerment Services (Y.E.S.) for Institute on Disability</i>	
Advisory Council Member	<i>(2007 – Present)</i>
<i>Consumer Advisory Council for Institute on Disability</i>	
Council Member	<i>(2005 – Present)</i>
<i>Statewide Independent Living Council (SILC)</i>	
Member at Large	<i>(2003 – 2008)</i>
<i>N.H. Council on Developmental Disabilities</i>	
Chair/Member	<i>(1995 -- 2006)</i>

Publications

Bates K. Living On My Own. *Stepping Stones NH* 2006-2007

Bates K. Why I Am Moving. *Rap Sheet Fall* 2008

Bates K. *Hi, My Name is Kathy. Stepping Stones NH.* 2008

Bates K. I Thought It Was Going To Be Fun. *Rap Sheet Fall* 2009

The True Costs and Benefits of Self-Directed Care. In: LIFE: Results from New Hampshire's LIFE Account Feasibility Study and Implementation Plan. Community Economic Development Press. 2009(19-29)

Bates K. Visiting my Favorite Planet. *Rap Sheet* . Winter 2010.

Jorgenson C. Frechette A. Sonnenmeier R. Curtin J. Bates K.
Nothing About Us, Without Us. 2010

Bates K. Employee Recognition: A Program For Us All. *The Innovator fall 2011*

Bates K. Teaching at UNH. *The Innovator spring 2012*

New Hampshire Council Developmental Disabilities Virginia L. Bowden
Advocacy award Kathleen F. Bates 2006

<For making a real differences in the lives of people with disabilities in NH through her clear, unwavering, and powerful voice for dignity and inclusion. She is tireless in speaking out and working to improve policies from state laws to local access. Her leadership and example are an inspiration to us all.>

References upon request