

EV 70



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

November 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a contract with RKM Research and Communications, Inc. of Portsmouth, New Hampshire (Vendor Code 162218) to conduct a statewide customer satisfaction survey of its primary customers upon Governor and Council approval through June 30, 2016 in an amount not to exceed \$104,550.00. These funds are **100% Federal**.

Funding is available in the account titled Field Program – Match for FY 14/15 and pending legislative approval of the next biennium budget, as follows:

<u>Account No.</u>	<u>Amount</u>	<u>Fiscal year</u>
06-56-565510-40200000-102-500933	\$34,850	2014
06-56-565510-40200000-102-500933	\$34,850	2015
06-56-565510-40200000-102-500933	\$34,850	2016

EXPLANATION

The Department of Education, Division of Career Technology and Adult Learning under the Rehabilitation Act is required to have the State Rehabilitation Council conduct a review and analysis of the effectiveness of and customer satisfaction with Vocational Rehabilitation services. The agency's state plan also addresses the need for gathering information on customer satisfaction. A Request for Proposal (RFP) was released the week of September 12, 2013 in the Manchester Union Leader as well as posting to the NH Department of Education web page. Two vendors responded to the RFP with submissions that met the requirements of the RFP. Two proposals were reviewed utilizing an evaluation tool that was developed based on the Request for Proposal requirements and scoring system included in the RFP (see Attachment A). The proposal submitted by RKM Research and Communications received the highest rating from the readers.

RKM Research and Communications has expertise conducting research among individuals who have a disability. This can be challenging, and they have developed processes and techniques to accommodate individuals with disabilities and achieve a high response rate with this population.

Her Excellency, Governor Margaret Wood Hassan
and the Executive Council

November 6, 2013

Page Two

RKM Research and Communications has developed a proprietary model to explain the key touch points that drive member satisfaction. This model has been used as the basis for programmatic changes within Vocational Rehabilitation for multiple years.

RKM Research and Communications has expertise designing questionnaires and analyzing survey data for multiple types of social marketing campaigns, including tobacco prevention, SNAP-Ed, lead paint safety, WIC programs, electric deregulation and vocational rehabilitation in multiple states.

RKM Research and Communications is committed to providing employment opportunities for individuals with disabilities. RKM is a leading employer of individuals with disabilities. Currently, 40 percent of their interviewers and team leaders have some form of disability.

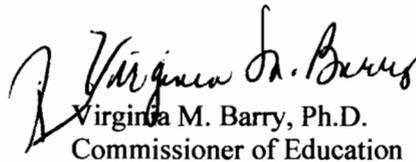
Benchmark data obtained from previous studies conducted by RKM Research and Communications, Inc. will allow for comparisons between longitudinal trends and the new information provided by the quality indicators of customer satisfaction. Separate models of the results will be developed for each of the seven Vocational Rehabilitation regional offices. RKM will provide the summarized results in a written report and PowerPoint presentation for the State Rehabilitation Council, administrators and rehabilitation counselors of VR.

This contract will collect the data against the agency's standards and quality requirements of the State Rehabilitation Council that address customer satisfaction as well as the development of a Community Rehabilitation Providers score card module which will allow the identification of the relative importance of selected experiences and factors explaining variations in satisfaction. Information generated through this data collection will target points in the Vocational Rehabilitation (VR) process that need to be improved or areas of strength that need to be replicated by linking quality attributes and quality components with customer satisfaction.

RKM Research and Communications, Inc. is uniquely qualified to conduct the survey of customers who receive services through New Hampshire Vocational Rehabilitation. RKM Research and Communications has expertise conducting survey research in New Hampshire, working with multiple state agencies for the past 16 years, including Health and Human Services, the Department of Labor, Department of Resources and Economic Development, Workforce Opportunity Council and the Department of Education. Perhaps more important, they have extensive experience working with Vocational Rehabilitation for multiple years.

In the event that the Federal Funds become unavailable, General Funds will not be requested to support this program.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

Attachment A

SCORING RFP FOR NEW HAMPSHIRE SRC CUSTOMER SATISFACTION

Scoring Criteria		RKM Research & Communications	Ackerman Research
Statement outlining approach	20 pts.	19.50	12.00
Planned strategies and activities	40 pts.	39.25	22.50
Organizational capabilities	20 pts.	20.00	11.75
Detailed budget	20 pts.	18.00	12.50
Total Score		96.75	58.75

The RFP review panel consisted of employees from the Department of Education and the Department of Health and Human Services:

Lisa Hatz, Administrator III of Field Services, Bureau of Vocational Rehabilitation. Ms. Hatz brings 12 years of experience in developing and monitoring new contracts and initiatives related to vocational rehabilitation field services. She offers a wide range of experience related to service provision to people with disabilities.

Joan Holleran, Administrator I, External Relations. Ms. Holleran has been the SRC liaison as well as administering the Independent Living program at the Department of Education for 13 years and has extensive experience in developing and monitoring contracts during the past decade.

William Finn, Administrator I of Services for Blind and Visually Impaired. Mr. Finn has spent 20 years in the Bureau of Vocational Rehabilitation in the area of the blind and visually impaired. He has worked closely with previous contractors who provided Vocational Rehabilitation customer satisfaction survey services. He is well qualified to score these proposals.

Denise Sleeper, Administrator II, Bureau of Developmental Services, Department of Health and Human Services. Ms. Sleeper has extensive experience and knowledge of programs for individuals with disabilities, and has been the Administrator of the Medicaid Infrastructure Grant for the past few years and has led efforts to significantly impact the services provided to individuals with developmental disabilities in NH.

Subject: RKM Research and Communications, Inc. 2014 FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NHDOE-Division of Career Technology & Adult Learning</u>		1.2 State Agency Address <u>21 South Fruit St., Suite 20, Concord, NH 03301</u>	
1.3 Contractor Name <u>RKM Research and Communications, Inc.</u>		1.4 Contractor Address <u>1039 Islington Street, Suite 17, Portsmouth, NH03801</u>	
1.5 Contractor Phone Number <u>603.433.3982</u>	1.6 Account Number <u>565510-4020-102-0933</u>	1.7 Completion Date <u>6/30/2016</u>	1.8 Price Limitation <u>\$104,550.00</u>
1.9 Contracting Officer for State Agency <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>		1.10 State Agency Telephone Number <u>603.271.3341</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>R. Kelly Myers, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Boroughton</u> On <u>10/29/2013</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 <u>[Signature]</u> CSR [Seal] <u>Christine Bibeau</u> CHRISTINE BIBEAU, Notary Public My Commission Expires May 26, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace <u>[Blank]</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
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: <u>[Signature]</u> On: <u>11/19/13</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 RLM
Date 10/29/13

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A

THE SERVICES

1. The contractor shall conduct a statewide satisfaction survey of primary customers of the Bureau of Vocational Rehabilitation.
2. The contractor shall work as a team with Department of Education staff to develop the survey instruments. The survey instruments must be designed to account for the different types of customers to be surveyed and how the survey will be tested and validated.
3. The contractor will construct the annual Vocational Rehabilitation customer satisfaction survey, the annual State Rehabilitation Council module and the annual Community Rehabilitation Providers score card module which allows the identification of the relative importance of selected experiences and factors explaining variations in satisfaction.
4. The contractor shall identify the key factors which affect customer and vendor satisfaction, e.g. demographic, geographic and other related differences.
5. The contractor shall design a gap and quadrant analysis in order to identify areas in need of service quality improvements and make suggestions for allocating resources. In addition to the quadrant analysis, the contractor shall provide additional modeling capabilities allowing multivariate analysis.
6. The contractor shall make recommendations for improving service delivery and customer satisfaction. The contractor must ensure confidentiality of information and customer names.
7. The contractor shall provide an oral reporting of the findings and recommendations as well as a written report.
8. The contractor shall conduct three (3) surveys – one encompassing FFY 2012, 2013 and 2014 clients.
9. A minimum of 800 individuals with disabilities shall be surveyed.

Initials RKM
Date 10/29/2013

EXHIBIT B

Estimated Budget: Limitation on Price: Payment

Estimated Budget FY 2014

Customer survey (FFY 2012 clients) \$ 34,850.00

Estimated Budget FY 2015

Customer survey (FFY 2013 clients) \$ 34,850.00

Estimated Budget FY 2016

Customer survey (FFY 2014 clients) \$ 34,850.00

Total \$ 104,550.00

II. Limitation on Price

This contract will not exceed \$104,550.00.

III. Method of Payment

Payment to be made on the basis of invoices which are submitted upon submission of deliverables of the contract. If otherwise correct and acceptable, payment will be made for 100% of the expenditures list up to the point at which the cumulative amount of payments made against the contract in each fiscal year is equal to 75% of the contract price. The remaining 25% of the contract price will be withheld until submission of proper invoice and satisfactory completion of all contract requirements.

All invoices and reports shall be forwarded to:

Sharon B. DeAngelis, Business Administrator
New Hampshire Department of Education
Division of Career Technology and Adult Learning
21 South Fruit Street, Ste. 20, Concord, NH 03301

Initials RKM
Date 10/29/2013

EXHIBIT C

SPECIAL PROVISIONS

The contractor shall comply with the provisions of the U.S. Code of Federal Regulations 34 CFR 364 and the following U.S. Circular:

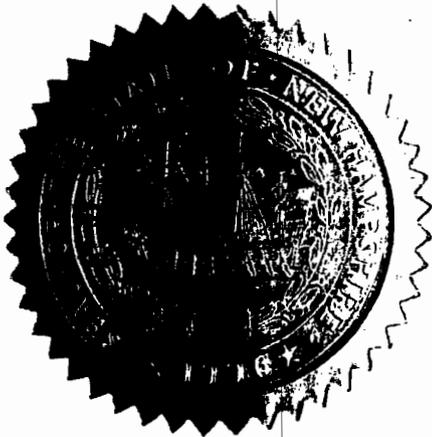
OMB Circular A-110 – “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.” Contractor/Vendor shall not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.

Initials RKM
Date 10/29/2013

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RKM RESEARCH AND COMMUNICATIONS, INC is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 12, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of June, A.D. 2013

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

William M. Gardner
Secretary of State

Certificate of Authority

I, R Kelly Myers, Clerk/Secretary of RKM Research and Communications do hereby certify that :

- (1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
- (2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificate;
- (3) The following (is a) (are) true and complete cop(y)(ies) of the resolution(s) adopted by the board of directors of the corporation at a meeting of that board on 10/29, 2013, which meeting was held in accordance with the law of the state of incorporation and the by-laws of the corporation I, R. Kelly Myers, hereby certify that I have full authority to bind RKM Research & Communications, Inc. to a contract with NHDOE.
- (4) The following is a true and complete copy of a by-law adopted at a (shareholder)(organizational) meeting on 10/29/2013.
- (5) The foregoing resolution(s) and by-law are in full force and effect, unamended, as of the date hereof; and
- (6) The following person(s) lawfully occupy the office(s) indicated below:

R Kelly Myers R. Kelly Myers Chair
R Kelly Myers R. Kelly Myers Secretary
R Kelly Myers R. Kelly Myers Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 29th day of October 20 13.

(Corporate Seal if any)

R Kelly Myers
 Clerk/Secretary

(If the corporation has no seal, the Clerk/Secretary shall acknowledge the certificate before an authorized officer below)

STATE OF NEW HAMPSHIRE

COUNTY OF Rochester

On Oct 29, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, know to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Christine Bibeau
 Notary Public/Justice of the Peace

CHRISTINE BIBEAU, Notary Public
 My Commission Expires May 26, 2015

Client#: 49240

RKMRE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2013

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

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

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: The Hartford Insurance.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDRESS, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Richard K. Meyers is an Excluded Officer on the Worker's Compensation

CERTIFICATE HOLDER: NH Dept. of Education, 101 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

R. Kelly Myers. Ph.D. (ABD)
1039 Islington Street
Portsmouth, New Hampshire 03801
(603.319.4269: direct extension)

Profile

R. Kelly Myers is Owner, President and Chief Analyst for RKM Research and Communications, Inc. Mr. Myers is directly responsible for the oversight of all quantitative and qualitative research projects conducted by the firm. He has 22 years of market research and public opinion polling experience. Mr. Myers' experience is rooted in a strong academic background where he developed high standards for methodological rigor, which remain the cornerstone for all research projects conducted by the firm. Prior to founding RKM Research and Communications, Mr. Myers was co-founder of the UNH Survey Center. Over time, his interests have shifted from academics to consumer-based decision-making because he wants to work in an environment where research has a more direct impact on consumer behavior. His primary professional interests include concept validation, measurement, exploring the impact of emotion on choice and word-of-mouth marketing.

Professional Experience

RKM Research and Communications
Portsmouth, New Hampshire
Owner, President and Chief Analyst
1996-Present

- Directly responsible for the oversight of all projects (> 1,600) conducted by RKM Research and Communications.
- Co-founded an academic survey research center.
- Experience conducting over 1,600 quantitative and 145 qualitative studies over the past 22 years, interviewing over 1 million respondents.
- Developed a proprietary 10-step research methodology for conducting quantitative and qualitative studies from beginning to end (ODR™).
- Experience conducting telephone, online, mail and intercept surveys, focus groups, in-depth interviews and observational methods.

Education

- Ph.D., (ABD), Sociology, University of New Hampshire
- MA, Political Science, University of New Hampshire
- BA, dual-degrees in History and Political Science, Kent State University (graduated summa cum laude).

Partial List of Recent Clients

- Tufts Health Plan.
- Pepco Holdings, Inc (parent company of Pepco, Delmarva and ACE).
- Banner Health System (headquartered in Phoenix, AZ).
- UMass Memorial Medical Center.
- Museum of Science.
- Beth Israel Deaconess Medical Center.
- Fallon Community Health Plan.
- Neighborhood Health Plan.
- Commonwealth Connector.
- State of Vermont Health Insurance Exchange.
- State of Rhode Island Health Insurance Exchange.
- State of New York Health Insurance Exchange.
- Rhode Island Department of Labor and Training.
- Vermont Department of Health and Human Services.
- New Hampshire Department of Health and Human Services
- Comcast.
- St. Vincent's Medical Center
- Atlantic Regional Hospital
- Public Utility Commission of Texas

Professional Associations

- Member of American Association for Public Opinion Research (AAPOR).
- Member of Society for Healthcare Strategy and Market Development (SHSMD).
- Member of American Marketing Association (AMA).
- Member of New England Society for Healthcare Strategy (NESHS).
- Member of New England Financial Marketing Association (NEFMA).

Presentations

Mr. Myers is an active contributor to academic and trade conferences. The following is a partial list of recent contributions.

- Annual Conference of the Society for Healthcare Strategy and Market Development, Chicago, 2005.
- Annual Conference of the Society for Healthcare Strategy and Market Development, Phoenix, 2006.
- Annual Conference of the American Association for Public Opinion Research, Montreal, 2006.
- Annual Conference of the New England Society for Healthcare Strategy, 2007.
- Pre-Conference ½ Day Workshop on Healthcare Market Research for the Society for Healthcare Strategy and Market Development Conference, Washington, D.C. 2007.
- "Best of the Best" webcast series for the Society for Healthcare Strategy and Market Development, 2008.
- Annual Conference of the Society for Healthcare Strategy and Market Development, Philadelphia, 2012.

CONFIDENTIALITY OF CLIENT INFORMATION

It is the rule of the New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, that information regarding Agency clients is confidential. Any contractor of the Agency who has access to client information is enjoined to keep such information from being made available to persons who do not have a legitimate need to know such information. For example, client records should not be released to any person or agency except under the following conditions: a) to a person or agency who is carrying out rehabilitation services for any Agency client under contract, authorization of agreement with our Agency; b) by specific request and signed release of the client; c) by direct order of a court of law or higher administrative authority.

Agency contractors are enjoined not to discuss client information with members of their family or the general public when such information could reasonable be identified with a specific client.

Failure to exercise reasonable and prudent action in compliance with the above rule may result in mandatory discharge of the contractor concerned.

Name of Contractor R. Kelly Myers Date 10/29/2013

I have read the above-posted rule regarding confidentiality of client information. I understand its provisions and penalty.

Signed:

RKM 10/29/2013
Contractor Date

Christine B. Deane 10/29/2013
Witness Date