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

Paul K. 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

March 24, 2014

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

REQUESTED ACTION

Authorize the Department of Education to enter into a contract with Allyson Vignola, Barnstead, NH (vendor code 160250), as a Regional Master Educational Surrogate Parent; this contract will be effective upon Governor and Council approval for the period July 1, 2014 through June 30, 2016, in an amount not to exceed \$20,000.00. 100% Federal funds.

Funding is available in account titled IDEA Federal Funds, pending legislative approval of the next biennium budget, as follows:

06-056-56-562510-41100000-102-500731 Contracts for Program Services

<u>FY'15</u>	<u>FY'16</u>
\$10,000.00	\$10,000.00

EXPLANATION

The New Hampshire Department of Education is responsible for training and appointing volunteer educational surrogate parents for those educationally disabled students whose parents are unable to be located, are unknown, the child is under legal guardianship of DCYF, a court has issued a written order for an educational surrogate parent, or a child is found to be homeless in accordance with the McKinney Vento Act. The Educational Surrogate Parent Program serves infants and toddlers ages 0 to 3 years and students up to the age of 21 years.

All requests and application materials for educational surrogate parents undergo a referral process based on the Rules prescribed in the New Hampshire Rules for the Education of Children with Disabilities, effective June 30, 2008, and amended December 1, 2010.

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Concord, New Hampshire 03301

March 24, 2014

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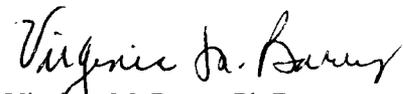
The Department of Education prepared and published a Request for Proposals (RFP) for up to five (5) Regional Master Surrogate Parents, in the Union Leader for the period December 23rd, 24th and 26th, 2013 and posted the RFP on the Department website. Three (3) proposals were received by the deadline. All the proposals met the criteria of the Request for Proposal (see rubric).

This contract is one of three (3) to provide services as a Regional Master Educational Surrogate Parent who will be responsible for providing management and support to trained and certified volunteer educational surrogate parents in their region of the State. In addition, these Master Surrogate Parents will be responsible for temporary educational surrogate parent appointments in situations that are viewed by the Department of Education, Bureau of Special Education, to need a Master Educational Surrogate Parent level of expertise, or a child is found to be homeless in accordance with the McKinney Vento Act.

The Department of Education would like to contract with Ms. Vignola as she has been involved in the Educational Surrogate Parent Program since 2008, has extensive experience in the special education field, and a strong working knowledge of the Lakes region where she has worked. Ms. Vignola helped construct the current training program that educational surrogate parents must complete to become a certified Educational Surrogate Parent and has represented twenty (20) children in her role as an Educational Surrogate Parent since 2008.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully Submitted,



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

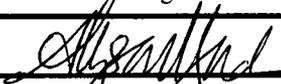
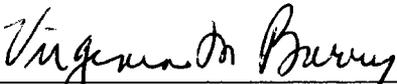
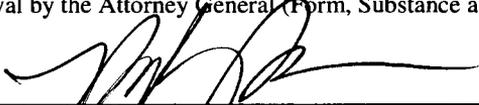
Subject: Educational Surrogate Parent Program: Regional Master Surrogate Parent **FORM NUMBER P-37 (version 1/09)**

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH State Department of Education, Bureau of Special Ed		1.2 State Agency Address 101 Pleasant Street, Concord, New Hampshire 03301	
1.3 Contractor Name Allyson Vignola		1.4 Contractor Address 21 Circle Drive, Center Barnstead, NH 03225	
1.5 Contractor Phone Number 603-848-4850	1.6 Account Number see Exhibit B	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Santina Thibedeau, Administrator, Bureau of Special Ed		1.10 State Agency Telephone Number 603-271-6693	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Allyson Vignola	
1.13 Acknowledgment: State of NH , County of Belknap On 5/21/14 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 Cynthia L. Treadwell [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CYNTHIA L. TREADWELL, Notary Public My Commission Expires March 24, 2015			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Virginia M. Barry, Ph.D., Commissioner of Education	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Sana Gullaghan Director, On: 4/9/14			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4/17/14			
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 AV
Date 3/2/14

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 AV
Date 3/2/14

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.

Contractor Initials AV
Date 3/21/14

Exhibit A

SCOPE OF SERVICES

Allyson Vignola will provide the following services:

Educational Surrogate Parent Program: Regional Master Surrogate Parent for the Lakes Region of the State; for the New Hampshire Department of Education for the period July 1, 2014 or upon approval of Governor and Council, whichever is later, through June 30, 2016.

- a. Contractor agrees to temporary educational surrogate parent appointments in the assigned region in situations that require immediate appointment and situations that are viewed by the Department of Education to need a master educational surrogate parent's knowledge and skills.
- b. Contractor agrees to provide support to trained volunteer educational surrogate parents in the assigned region via phone calls and e-mails.
- c. Contractor agrees to prepare Monthly Reports to be submitted in conjunction with each monthly invoice. Each report will detail the kind of support and the time that was provided to volunteer educational surrogate parents in their region and the time provided to complete other activities related to the individual Master Surrogate Parent appointment(s).
- d. Contractor agrees to prepare a Final Report: report detailing the accomplishments and challenges of educational surrogate parents in their region with proposal ideas to successfully move forward.

Initial AV
Date 3/21/14

Exhibit B

Budget

Account number: 06-56-56-562510-41100000-102-500731

FY'15 July 1, 2014 ~ June 30, 2015	Contract Amount	FY'16 July 1, 2015 ~ June 20, 2016	Contract Amount
Professional services (\$25.00 per hour) (including travel time)	\$10,000.00	Professional services (\$25.00 per hour) (including travel time)	\$10,000.00
Contract Total			\$20,000.00

Limitation on Price: Upon mutual agreement between the State contracting officer and the contractor, the total budget shall not exceed the price limitation of \$10,000.00 annually or \$20,000.00 for the two year contract.

Method of Payment:

Payment will be made on the basis of monthly invoices that are received by the 10th of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract.

Amy Jenks, Program Specialist
Educational Surrogate Parent Program
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Initial AV
Date 3/21/14

Exhibit C

Authorize the Department of Education to waive the insurance section of the agreement; Section 14, 14.1 and 14.1.1. The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractor will carry appropriate levels of personal automobile insurance during the term of this contract, per the coverage levels set forth in the attached auto insurance declaration page.

Initial AV
Date 3/21/14

Attn: Barbara Raymond

2pap



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RENEWAL DECLARATION # 12 AC *
RENEWAL OF POLICY A2V 9218181
PERSONAL AUTOMOBILE POLICY

Table with 4 columns: POLICY NUMBER, POLICY PERIOD (FROM TO), COVERAGE IS PROVIDED IN THE, AGENCY CODE. Values include 09/30/13, 09/30/14, ALLMERICA FINANCIAL BENEFIT INS, 280117800.

NAMED INSURED AND ADDRESS

AGENT

ALLYSON VIGNOLA

TELEPHONE: 603-225-6611
DAVIS & TOWLE GROUP INC
PO BOX 1260
CONCORD NH 03302

POLICY PERIOD-12:01 AM STANDARD TIME

VEHICLES COVERED

Table with columns: UNIT, ST, TER, YR, MAKE, DESC, VIN, STAMT. Includes entries for CHEV AVALANC and MERC VILLAGE.

INSURANCE IS PROVIDED WHERE A PREMIUM & LIMIT OF LIABILITY IS SHOWN FOR COVERAGE

Table with columns: COVERAGES AND LIMITS OF LIABILITY, PREMIUMS PER UNIT (01, 02). Lists various coverages like BODILY INJURY, PROPERTY DAMAGE, MEDICAL PAYMENTS, etc.

Table with columns: RATE MODIFICATIONS APPLIED TO THIS POLICY, UNIT 01, UNIT 02. Lists modifications like AUTO/HOME COMBINATION, DRIVESMART ADVANTAGE, etc.

TOTAL PREMIUM PER UNIT \$ 560.00 437.00
TOTAL POLICY PREMIUM \$ 997.00

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DIRECT BILLED

08/11/13

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ORIGINAL/INSURED

231-0617 (8-95)

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RENEWAL DECLARATION # 12 AC
RENEWAL OF POLICY A2V 9218181
PERSONAL AUTOMOBILE POLICY

POLICY NUMBER [REDACTED]	POLICY PERIOD FROM 09/30/13 TO 09/30/14	COVERAGE IS PROVIDED IN THE ALLMERICA FINANCIAL BENEFIT INS	AGENCY CODE 280117800
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NAMED INSURED AND ADDRESS

AGENT

ALLYSON VIGNOLA

TELEPHONE: 603-225-6611
DAVIS & TOWLE GROUP INC
PO BOX 1260
CONCORD NH 03302

ENDORSEMENTS MADE A PART OF THIS POLICY

FORM#	DATE	UNIT	FORM#	DATE	UNIT	FORM#	DATE	UNIT	FORM#	DATE	UNIT
PP0001	06/98	ALL	PP0301	08/86	ALL	2312717	09/09	ALL	2312677	09/09	ALL
PP1301	12/99	ALL	2312123	04/06	ALL	2312693*	10/09	ALL	2312711	08/08	001
2312711	08/08	002	PP0445	06/98	001	PP0445	06/98	002	PP0302	06/98	001
PP0302	06/98	002	2312738	12/08	001	PP0335	09/93	001	2315776	08/11	001
2315776	08/11	002	PP1333	02/08	001						

LOSS PAYEE UNIT # 001
DIGITAL FEDERAL CREDIT UNION

220 DONLAD LYNCH BLVD
MARLBOROUGH, MA 01752

DRIVERS FOR WHICH THIS POLICY IS BEING RATED

DRIVER NAME	BIRTH DATE	LIC. ST.	LICENSE NUMBER
ALLYSON VIGNOLA	[REDACTED]	NH NH	[REDACTED]

THE INDIVIDUALS LISTED ABOVE ARE THE ONLY DRIVERS FOR WHICH THIS POLICY IS RATED. IF THERE ARE OTHER DRIVERS IN YOUR HOUSEHOLD PLEASE CONTACT YOUR INSURANCE AGENT.

AUTHORIZED COMPANY REPRESENTATIVE
DAVIS & TOWLE GROUP INC

08/11/13

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DIRECT BILLED
PAGE 02 OF 02

ORIGINAL/INSURED

231-0817 (6-95)