

YV 147



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

May 20, 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 contracts with the individuals shown on the attached list to conduct impartial special education complaint investigations and authorize unencumbered payments for services to a total cumulative amount not to exceed \$150,000.00 for the period July 1, 2014, or upon Governor & Council approval, whichever is later, through June 30, 2016. 100% Federal Funds.

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

06-056-056-562510-41100000-046-500464 Contracts for Programs Services

<u>FY'15</u>	<u>FY'16</u>
\$75,000.00	\$75,000.00

EXPLANATION

The Department of Education, Bureau of Special Education, is required by RSA 21-N:4 V and U.S. Code Title 20 U.S.C. 122/e-3 to provide a process to resolve complaints between any local education agency and individuals or organization who believe federal law(s) or regulation(s) have been violated. Contractors will provide the investigation reports for the process of complaints received by the Department.

The Department of Education would like to utilize these individuals since their work has been conducted in a satisfactory fashion. In Fiscal Year 2012 a total of 32 complaint investigation cases were completed and in Fiscal Year 2013 a total of 12 complaint investigations and none were overturned for any reason.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

Page Two

May 20, 2014

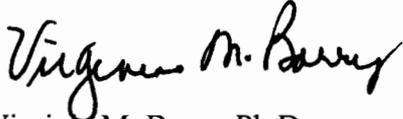
A notice was placed in the Union Leader on December 23<sup>rd</sup>, 24<sup>th</sup>, and 26<sup>th</sup>, 2013 seeking individuals to conduct impartial special education complaint investigations. Six (6) individuals submitted a letter of interest and proposal in response to the notice. Of these six, only five (5) were selected based on their experience and resume. (See rubric)

Please note that these agreements represent an unspecified dollar amount per contractor. This allows the Department the opportunity to distribute the in-coming complaints and balance the workload among the investigators, basing the distribution on such factors as type of complaint, experience needed to handle said complaint, and number of cases currently outstanding for each investigator.

The investigation process is evaluated by the Department on an individual complaint case basis.

In the event that the 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

VMB:BJR  
Attachments

Candidates Chosen to be Complaint Investigators

Robert Wells	Vendor Code 200259
George Cunningham	Vendor Code 166111
Pilar P. Silva	Vendor Code 201375
Paul Donahue	Vendor Code 226810
Gary MacDonald	Vendor Code 259822

**Complaint Investigator Rating Sheet**  
**FY 2015**

(February / March 2014)

Name	Experience investigating public or private agency misconduct (40 points)	Experience and knowledge of special education law (25 points)	Experience reviewing special education documents (15 points)	Experience determining facts and reaching conclusions based upon the facts (10 points)	Experience interviewing to gather information (10 points)	Total	Recommend for contract?
Sarah Browning	28	7	8	7	10	60	no
George C. Cunningham	40	25	15	10	10	100	yes
Paul Donahue	40	25	15	10	10	100	yes
Gary MacDonald	30	20	10	10	10	80	yes
Pilar P. Silva	40	25	15	10	10	100	yes
Robert Wells	40	25	15	10	10	100	yes

The committee members responsible for the review of the Special Education Complaint Investigator proposals include the following individuals:

**Bridget Brown** – Education Consultant – Special Education

The scoring for this proposal was conducted employing a consensus model.

The role of the committee members was advisory in nature. They provided information, analysis, and recommendations that were presented to the Commissioner of Education.

The Commissioner of Education reviews the information provided and makes the final decision regarding the award of such grants.

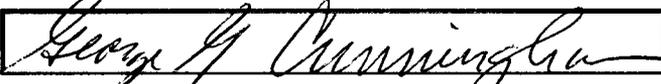
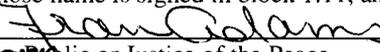
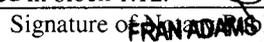
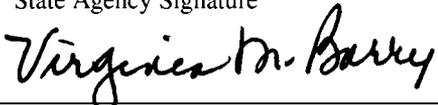
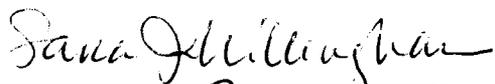
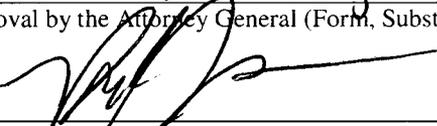
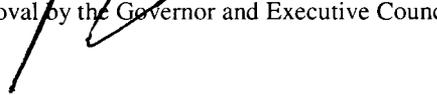
Subject: Complaint Investigator, Special Education FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Education, Bureau of Special Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>George G. Cunningham</u>		1.4 Contractor Address <u>20 Chautauqua Road, Fryeburg, Maine 04037</u>	
1.5 Contractor Phone Number <u>207-935-7345</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>see Exhibit B</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3741</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u></u>	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>OXFORD</u> On <u>4/24/2014</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  <b>FRAN ADAMS</b> <b>NOTARY PUBLIC, MAINE</b> <b>MY COMMISSION EXPIRES MAY 16, 2015</b> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		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: <u>5/29/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/2/14</u>			
1.18 Approval by the Governor and Executive Council By:  On: <u></u>			

**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   
Date 4/24/14

**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   
Date 4/24/14

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   
Date 4/24/14

## EXHIBIT A

### Services to be Provided

Mr. George Cunningham will provide Complaint Investigator Services to the New Hampshire Department of Education, Bureau of Special Education for the following period:

FY'15 ~ July 1, 2014 through June 30, 2015 and FY'16 ~ July 1, 2015 to June 30, 2016.

- Contact and interview complainant and public agency
- Review all pertinent documents necessary for complete investigation
- Provide written report to Department, including:
  - Background Information
  - Information Gathered for each allegation
  - Source of Information
  - Finding of Facts for each allegation
  - Conclusion for each allegation

Initials GC  
Date 7/24/14

**EXHIBIT B**

Estimated budget and payment method

General Expenses:

Budget (period ending June 30, 2016)  
Account: 06-56-56-562510-41100000-046-500464

Description of Services	FY2015	FY2016
Investigator @ \$50.00/hour Mileage at current Federal Rate	\$75,000.00 (cumulative total – 5 contracted Investigators)	\$75,000.00 (cumulative total – 5 contracted Investigators)
Total	\$75,000.00	\$75,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$150,000.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials   
Date 7/24/14

**EXHIBIT C**

The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractors 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.

Initials *PSK*  
Date *7/24/14*



# Interinsurance Exchange of the Automobile Club

## Automobile Insurance Policy Coverages and Limits

### Renewal Declarations



We are pleased to offer you a renewal for your automobile insurance policy. To renew your policy, send at least the minimum payment on or before the due date. Insurance is in effect only for the vehicles, coverages, and limits of liability shown on this declarations page and as set forth in the insurance policy and endorsements. These declarations, together with the contract and the endorsements in effect, complete your policy.

**NAMED INSURED**

CUNNINGHAM, GEORGE [REDACTED] [REDACTED]	<b>AUTO POLICY NUMBER:</b> [REDACTED]
	<b>POLICY PERIOD (EASTERN STANDARD TIME)</b> <b>EFFECTIVE DATE:</b> 04-01-2014 (12:01 A.M.) <b>EXPIRATION DATE:</b> 10-01-2014 (12:01 A.M.)

**VEHICLES**

VEHICLE NUMBER	YEAR	MAKE	MODEL	IDENTIFICATION NUMBER	GARAGE ZIP CODE	ANNUAL MILES	LEASED	FINANCED
1	2003	SUBA	LEGACY OUTBACK LIM	[REDACTED]	[REDACTED]	15,001 - 20,000	NO	NO
2	2002	FORD	ECONOLINE WAGON E-1	[REDACTED]	[REDACTED]	2,501 - 5,000	NO	NO

**COVERAGES AND LIMITS**

Coverage is not in effect unless a premium or the word "included" is shown.

**6 MONTH PREMIUMS**

COVERAGES	LIMITS OF LIABILITY	Vehicle 1	Vehicle 2			
<b>Liability</b>						
Bodily Injury	\$1,000,000 each person / \$1,000,000 each occurrence	\$ 61	\$ 49			
Property Damage	\$250,000 each occurrence	\$ 38	\$ 34			
<b>Medical</b>						
Medical Payments	\$10,000	\$ 14	\$ 10			
<b>Physical Damage</b> (Actual Cash Value unless otherwise stated, less deductible)						
	Vehicle 1	Vehicle 2				
Comprehensive (Less Deductible)	ACV \$ 50	ACV \$ 50	\$ 28	\$ 26		
Collision (Less Deductible)	ACV \$ 500	ACV \$ 500	\$ 91	\$ 64		
Car Rental Expense (Per Day)	\$30	\$30	\$ 9	\$ 6		
<b>Uninsured Motorist</b>						
Bodily Injury Uninsured & Underinsured Vehicles	\$1,000,000 each person / \$1,000,000 each occurrence	\$ 33	\$ 23			
<b>Total Premium</b>		<b>\$ 274</b>	<b>\$ 212</b>			

"NA" indicates coverage not purchased.

**THIS IS NOT A BILL**

**PREMIUM DISCOUNTS**

Please refer to the enclosed document entitled "Premium Discounts Applied to Your Automobile Policy."

Grand Total *	\$ 486
Plus Premium Endorsements	
<b>Total 6 Month Premium</b>	<b>\$ 486</b>

\*Includes all applicable discounts.

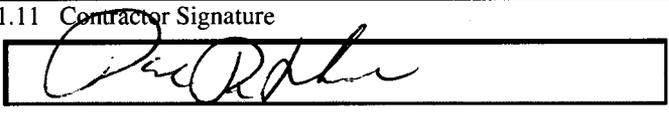
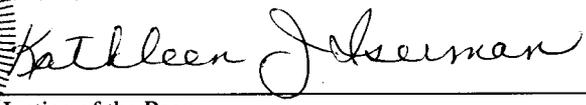
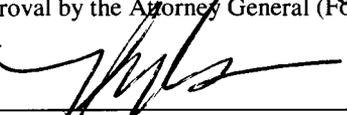
Subject: Complaint Investigator, Special Education FORM NUMBER P-37 ( version 1/09)

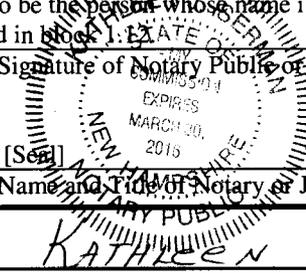
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Education, Bureau of Special Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Paul Donahue</u>		1.4 Contractor Address <u>PO Box 806, Littleton, New Hampshire 03561</u>	
1.5 Contractor Phone Number <u>603-259-6888</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>see Exhibit B</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3741</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Paul Donahue Ph.D.</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>5/2/14</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KATHLEEN J ISERMAN</u>			
1.14 State Agency Signature 		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: <u>Sana Jullughan</u> Director, On: <u>5/29/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5/2/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



NH State Department of Education  
-Bureau of Special Education

**MAY 07 2014**

**RECEIVED** Initials D

**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   
Date 5-2-14

**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   
Date 5-2-14

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.

## EXHIBIT A

### Services to be Provided

Mr. Paul Donahue will provide Complaint Investigator Services to the New Hampshire Department of Education, Bureau of Special Education for the following period:

FY'15 ~ July 1, 2014 through June 30, 2015 and FY'16 ~ July 1, 2015 to June 30, 2016.

- Contact and interview complainant and public agency
- Review all pertinent documents necessary for complete investigation
- Provide written report to Department, including:
  - Background Information
  - Information Gathered for each allegation
  - Source of Information
  - Finding of Facts for each allegation
  - Conclusion for each allegation

Initials PD  
Date 5-2-14

**EXHIBIT B**

Estimated budget and payment method

General Expenses:

Budget (period ending June 30, 2016)

Account: 06-56-56-562510-41100000-046-500464

Description of Services	FY2015	FY2016
Investigator @ \$50.00/hour	\$75,000.00	\$75,000.00
Mileage at current Federal Rate	(cumulative total – 5 contracted Investigators)	(cumulative total – 5 contracted Investigators)
Total	\$75,000.00	\$75,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$150,000.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials   
Date 5-2-14

## EXHIBIT C

The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractors 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.

Initials PP  
Date 5-2-14

Date: 04/21/2014

Time: 12:59 PM

Hunkins & Eaton Agency, Inc.  
Summary Policy View  
Policy Change 04/01/14

Page: 1

Insured Name and Address

PAUL DONAHUE

Agency Name and Address

Hunkins & Eaton Agency, Inc.  
93 Main Street  
Littleton, NH 03561

<u>Policy Line</u>	<u>Policy Line SubCode</u>	<u>Policy Number</u>	<u>Effective</u>	<u>Expires</u>	<u>Bill Type</u>	<u>Product Code</u>
Private passenger automobile			10/04/13	10/04/14	Company Policy	1XH

Full Term: \$ 1,980.00 Paid By: Insured

Company: Hanover Insurance Companies (41840)

<u>Form Number</u>	<u>Form Name</u>	<u>Form Date</u>
PP0001	PERSONAL AUTO POLICY	06/01/98
PP0301	FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINE	08/01/86
2312677	CONNECTIONS ULTIMATE SERVICE	09/01/09
PP1301	COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDS	12/01/99
2312123	AMENDMENT TO PART D - PHYSICAL DAMAGE COVERAGE	04/01/06
2312693	AMENDMENT OF POLICY PROVISIONS-NH	10/01/09
PP0445	UNINSURED MOTORIST COVERAGE	06/01/98
PP0302	OPTIONAL LIMITS TRANSPORTATION EXPENSES COV	06/01/98
2312738	DEDUCTIBLE WAIVER GLASS COVERAGE	12/01/08
2315837	TRAVEL RIGHT ENDORSEMENT	06/01/09
2315776	ROADSIDE ASSISTANCE	08/01/11

Remark#: 01 Remark: CHANGE LOSS PAYEE

Remark#: 02 Remark: IND. RISK LEVEL:

Location Number and Address

0001

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body</u>	<u>VIN</u>	<u>State</u>	<u>Terr</u>	<u>Sym</u>	<u>Class</u>
0001	2007	TOYT	CAMRY 4	Private Passenger Automobile Make		NH	028		

<u>Coverage</u>	<u>Op</u>	<u>Limit1</u>	<u>Limit2</u>	<u>Deduct</u>	<u>Premium</u>
Bodily Injury Liability		100,000	300,000		148.00
Property Damage-Single Limit		100,000			100.00
Medical Payments		5,000			42.00
UMISP		100,000	300,000		50.00
Rental Reimbursement		50			75.00
Comprehensive Coverage	G			100	60.00
Collision Coverage				250	344.00
Account Credit					0.00
TRAVL	Y				15.00
Towing and Labor	Y	150			12.00
Coverage Total					846.00

<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Body</u>	<u>VIN</u>	<u>State</u>	<u>Terr</u>	<u>Sym</u>	<u>Class</u>
0002	2014	HOND	PILOT 4	Private Passenger Automobile Make		NH	028		

<u>Coverage</u>	<u>Op</u>	<u>Limit1</u>	<u>Limit2</u>	<u>Deduct</u>	<u>Premium</u>
Bodily Injury Liability		100,000	300,000		167.00
Property Damage-Single Limit		100,000			121.00

04/21/2014

Hunkins & Eaton Agency, Inc.  
Summary Policy View  
Policy Change 04/01/14

Page: 2

Time: 12:59 PM

Medical Payments	5.000			36.00
UMISP	100.000	300.000		50.00
Rental Reimbursement	50			75.00
Comprehensive Coverage			100	115.00
Collision Coverage			250	543.00
Account Credit				0.00
TRAVL				15.00
Towing and Labor	Y	150		12.00
<b>Coverage Total</b>				<b>1,134.00</b>

**Additional Interest Lessor**

AMERICAN HONDA FINANCE CORPORATION      **Account:**  
 PO BOX 650201  
 HUNT VALLEY MD 21065

<u>Driver Name</u>	<u>Birth Date</u>	<u>Sex</u>	<u>License Number</u>	<u>State</u>	<u>Primary Vehicle</u>
PAUL DONAHUE	[REDACTED]	Male	[REDACTED]	NH	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	NH	

Note: The sum of the coverages may not match Full Term. Scheduled items may be summarized and the line item coverages repeated.

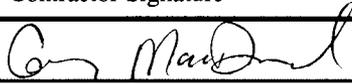
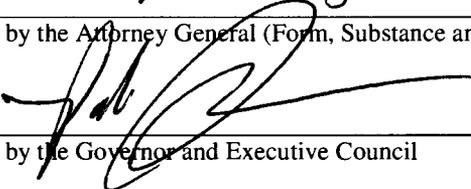
Subject: Complaint Investigator, Special Education FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Department of Education, Bureau of Special Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Gary MacDonald</u>		1.4 Contractor Address <u>PO Box 765, Conway, New Hampshire 03818</u>	
1.5 Contractor Phone Number <u>603-387-1241</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>see Exhibit B</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3741</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u></u>	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Oxford</u> On <u>May 5, 2014</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>Susan L. Frost</u> [Seal] <u>Susan L. Frost, Notary</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Susan L. Frost, Notary</u>			
1.14 State Agency Signature 		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: <u>Sara J. Willingham</u> Director, On: <u>5/29/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/2/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH State Department of Education  
Bureau of Special Education  
MAY 07 2014  
RECEIVED Initials JZ

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- 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 CM  
Date 5/5/14

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.

## EXHIBIT A

### Services to be Provided

Mr. Gary MacDonald will provide Complaint Investigator Services to the New Hampshire Department of Education, Bureau of Special Education for the following period:

FY'15 ~ July 1, 2014 through June 30, 2015 and FY'16 ~ July 1, 2015 to June 30, 2016.

- Contact and interview complainant and public agency
- Review all pertinent documents necessary for complete investigation
- Provide written report to Department, including:
  - Background Information
  - Information Gathered for each allegation
  - Source of Information
  - Finding of Facts for each allegation
  - Conclusion for each allegation

Initials GM  
Date 5/5/14

**EXHIBIT B**

Estimated budget and payment method

General Expenses:

Budget (period ending June 30, 2016)  
Account: 06-56-56-562510-41100000-046-500464

Description of Services	FY2015	FY2016
Investigator @ \$50.00/hour Mileage at current Federal Rate	\$75,000.00 (cumulative total – 5 contracted Investigators)	\$75,000.00 (cumulative total – 5 contracted Investigators)
Total	\$75,000.00	\$75,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$150,000.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials GM  
Date 5/5/14

## EXHIBIT C

The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractors 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.

Initials COM  
Date 5/15/14

# Amica Mutual Insurance Company

Lincoln, Rhode Island

## DECLARATIONS

PERSONAL AUTO POLICY NO. [REDACTED]

### NAMED INSURED AND ADDRESS

GARY L. MAC DONALD  
[REDACTED]

POLICY PERIOD: 12:01 A.M., STANDARD TIME

From: DECEMBER 1, 2013

To: DECEMBER 1, 2014

Auto No.	DESCRIPTION OF AUTO(S) (TRAILER(S))	INSURANCE
1	2005 HONDA ACCORD EX SEDAN VIN [REDACTED] USE: AVERAGE DAILY MILEAGE 20 MILES	
2	2010 TOYOTA HIGHLANDER 4X4 UTILITY VIN [REDACTED] USE: AVERAGE DAILY MILEAGE 05 MILES	TMCC PO BOX 105386 ATLANTA GA 30348

The Auto(s) or Trailer(s) described in this policy is principally garaged at the above address unless otherwise stated on the coverage pages.

### SAFE DRIVER RATES APPLY.

RATES ARE BASED ON THE FOLLOWING HOUSEHOLD DRIVERS	
1	GARY L. MAC DONALD [REDACTED]
2	[REDACTED]
3	
4	
5	
6	



# Amica Mutual Insurance Company

Lincoln, Rhode Island

Page 3 of 3

## CONTINUATION OF DECLARATIONS FOR PERSONAL AUTO POLICY NO. [REDACTED]

NAMED INSURED

GARY L. MAC DONALD [REDACTED]

### SPECIAL DISCOUNTS

ANTI-THEFT DEVICE DISCOUNT AUTO 1  
MULTI-LINE DISCOUNT-HOME  
ELEC STABILITY CONTROL DISCOUNT AUTO 2  
SIDE RESTRAINT DISCOUNT AUTOS 1,2  
MULTI-CAR DISCOUNT  
LOYALTY DISCOUNT  
AUTOPAY DISCOUNT

PP 00 01 01 05 PERSONAL AUTO POLICY  
PP 03 03 04 86 TOWING AND LABOR COSTS COVERAGE  
PP 13 33 02 08 LOSS PAYABLE CLAUSE - NEW HAMPSHIRE  
PP 03 02 06 98 OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE  
PP 13 06 01 09 CUSTOM EQUIPMENT EXCLUSION ENDORSEMENT  
PP 01 76 01 11 AMENDMENT OF POLICY PROVISIONS - NEW HAMPSHIRE  
AM 00 28 10 09 AMENDMENT OF PERSONAL AUTO POLICY PROVISIONS  
PP 13 01 12 99 COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT  
NH 04 45 08 05 UNINSURED MOTORISTS COVERAGE - NEW HAMPSHIRE

This policy shall not be valid unless countersigned by our authorized agent or representative.

Countersigned by.....



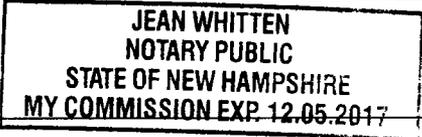
Authorized Representative

Subject: Complaint Investigator, Special Education 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>NH Department of Education, Bureau of Special Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Pilar P. Silva</u>		1.4 Contractor Address <u>13 Quincy Street, Concord, NH 03301</u>	
1.5 Contractor Phone Number <u>603-225-7173</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>see Exhibit B</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3741</u>	
1.11 Contractor Signature <u>Pilar P. Silva</u>		1.12 Name and Title of Contractor Signatory <u>Investigator</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>Apr 25, 2014</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>Jean Whitten</u> [Seal]			
1.13.2 Name and Title of <u>Notary</u> or Justice of the Peace <u>Jean Whitten - Teller-Manager / Notary</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: <u>Sara Gillingham</u> Director, On: <u>5/29/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>6/2/14</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 PPS  
Date 4/25/14

**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.

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

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**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.
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Contractor Initials *PPS*  
Date *4/25/14*

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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.

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**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

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- Contact and interview complainant and public agency
- Review all pertinent documents necessary for complete investigation
- Provide written report to Department, including:
  - Background Information
  - Information Gathered for each allegation
  - Source of Information
  - Finding of Facts for each allegation
  - Conclusion for each allegation

Initials PPS  
Date 4/25/14

**EXHIBIT B**

Estimated budget and payment method

General Expenses:

Budget (period ending June 30, 2016)  
Account: 06-56-56-562510-41100000-046-500464

Description of Services	FY2015	FY2016
Investigator @ \$50.00/hour	\$75,000.00	\$75,000.00
Mileage at current Federal Rate	(cumulative total – 5 contracted Investigators)	(cumulative total – 5 contracted Investigators)
Total	\$75,000.00	\$75,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$150,000.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials *PPS*  
Date *4/25/14*

## EXHIBIT C

The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractors 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.

Initials *PPS*  
Date *4/25/14*



Renewal  
NAMED INSURED  
SILVA, PILAR

Personal Auto Policy  
POLICY NO. [REDACTED]  
POLICY 1 [REDACTED]

NAMED INSURED  
SILVA, PILAR  
[REDACTED]

RENEWAL  
**Declaration**

A valued auto customer since 2006

YOUR AGENCY IS:  
DAVIS & TOWLE, MORRILL EVERETT  
PO BOX 1280, 115 AIRPORT ST  
CONCORD, NH 03302  
Phone (803)225-6611 Agent No. 0280070-00

Attach this document to your policy

INSURER: PATRIOT INSURANCE COMPANY

**Summary of Premiums**

	AUTO 1
Total by Auto	\$58

Total Term Premium

Note: Premium Adjustments may be included in the premium charge. You may contact your Agent

**Billing Information**

Your policy is billed on a monthly basis. A statement of account or payment mailed to you shortly.

**Covered Autos**

AUTO	STATE/ RATING ZIP/ COUNTY	TIER/ YEAR/ CLASS	DESCRIPTION/ SERIAL NUMBER
001	NH G330 Merrimack	Superior 1998 661020	PRIVATE PASSENGER HONDA ACCORD LX [REDACTED]
002	NH G3301 Merrimack	Superior 2014 661070	PRIVATE PASSENGER HONDA CR-V EX AWD [REDACTED]

**Driver and Automobile Information**

*Drivers*

ID	DRIVER NAME	LICENSE NUMBER	BIRTH DATE	PI	DI
01	SILVA, PILAR	[REDACTED]	[REDACTED]		02

*Automobile Information*

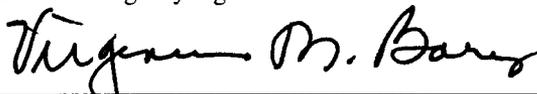
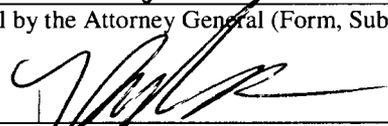
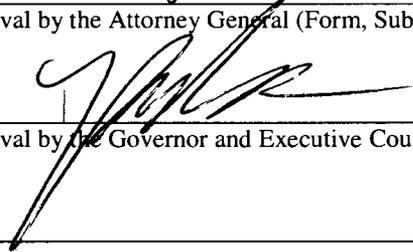
USE	AUTO
Auto driven for pleasure, to work or school, farm use or car pool	1, 2

Subject: Complaint Investigator, Special Education 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>NH Department of Education, Bureau of Special Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Robert L. Wells</u>		1.4 Contractor Address <u>68 Priest Rd., Nottingham, NH 03290</u>	
1.5 Contractor Phone Number <u>603-942-5686</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>see Exhibit B</u>
1.9 Contracting Officer for State Agency <u>Santina Thibedeau, Administrator, Bureau of Special Education</u>		1.10 State Agency Telephone Number <u>603-271-3741</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Robert L. Wells Complaint Investigator</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>4/4/14</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 <b>CURTIS P. MATHEWSON, Notary Public</b> My Commission Expires December 19, 2017 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>CURTIS MATHEWSON</u>			
1.14 State Agency Signature 		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: <u>Sana Gillulyan</u> Director, On: <u>5/29/14</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6/2/14</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 *[Signature]*  
Date *2/4/14*

**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 *BLW*  
Date 4/4/14

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.

## EXHIBIT A

### Services to be Provided

Mr. Robert L. Wells will provide Complaint Investigator Services to the New Hampshire Department of Education, Bureau of Special Education for the following period:

FY'15 ~ July 1, 2014 through June 30, 2015 and FY'16 ~ July 1, 2015 to June 30, 2016.

- Contact and interview complainant and public agency
- Review all pertinent documents necessary for complete investigation
- Provide written report to Department, including:
  - Background Information
  - Information Gathered for each allegation
  - Source of Information
  - Finding of Facts for each allegation
  - Conclusion for each allegation

Initials RW  
Date 5/4/14

**EXHIBIT B**

Estimated budget and payment method

General Expenses:

Budget (period ending June 30, 2016)

Account: 06-56-56-562510-41100000-046-500464

Description of Services	FY2015	FY2016
Investigator @ \$50.00/hour Mileage at current Federal Rate	\$75,000.00 (cumulative total – 5 contracted Investigators)	\$75,000.00 (cumulative total – 5 contracted Investigators)
Total	\$75,000.00	\$75,000.00

**Limitation on Price:**

Upon mutual agreement between the State Contracting Officer and the contractor, line items in this budget may be adjusted one to another but in no case shall the total budget exceed the price limitation of \$150,000.00.

**Method of Payment:**

Payment will be made on the basis of monthly invoices received by the 10<sup>th</sup> of the following month which are supported by a summary of activities that have taken place in accordance with the terms of the contract. If otherwise correct and acceptable, payment will be made.

Invoices will be submitted to:

Barbara Raymond  
NH Department of Education  
101 Pleasant Street  
Concord New Hampshire 03301

Initials *BRW*  
Date 5/9/14

**EXHIBIT C**

The provisions of items 14.1, 14.1.1, and 14.1.2 of the general provisions are not applicable.

Contractors 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.

Initials RLP  
Date 4/9/14

# Allstate Fire and Casualty Insurance Company

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## RENEWAL

# Auto Policy Declarations

### Summary

<b>NAMED INSURED(S)</b> Robert Wells [REDACTED]	<b>YOUR ALLSTATE AGENT IS</b> Ryan Mahoney (603) 664-7979  970 Calef Highway Barrington NH 03825	<b>YOUR BILL</b> lists your payment options.
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<b>POLICY NUMBER</b> [REDACTED]	<b>POLICY PERIOD</b> June 1, 2014 to Dec. 1, 2014 at 12:01 a.m. standard time
------------------------------------	--

VEHICLES COVERED	VEHICLE ID NUMBER	LIENHOLDER
1. 05 Honda Accord	[REDACTED]	None
2. 05 Honda Accord	[REDACTED]	None
3. 13 Nissan Altima	[REDACTED]	None

### Total Premium

Premium for 05 Honda Accord	\$399.08
Premium for 05 Honda Accord	\$322.91
Premium for 13 Nissan Altima	\$372.37
Premium for Additional Coverages	\$35.91
<b>TOTAL Premium if you pay in full (Includes FullPay Discount)</b>	<b>\$1,023.61</b>
<b>TOTAL Premium if you pay in installments</b>	<b>\$1,130.27</b>

If you pay less than the pay in full amount, you will be charged an installment fee(s).

Your Policy Effective Date is June 1, 2014

AUTO \*C10002814041003005060702\*



Information as of  
Apr 10, 2014

# Allstate Fire and Casualty Insurance Company

Policy Number: [REDACTED] Your Agent: Ryan Mahoney (603) 664-7979  
Policy Effective Date: June 1, 2014

## COVERAGE FOR VEHICLE # 1 2005 Honda Accord

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance		Not Applicable	\$156.90
• Bodily Injury	\$50,000 each person \$100,000 each occurrence		
• Property Damage	\$100,000 each occurrence		
Automobile Medical Payments	\$5,000 each person	Not Applicable	\$13.28
Auto Collision Insurance	Actual Cash Value	\$500	\$158.32
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$70.58
<b>Total Premium for 05 Honda Accord</b>			<b>\$399.08</b>

### RATING INFORMATION

This vehicle is driven a maximum of 7,500 miles per year, for pleasure

AUTO 010002614041093605066703\*



Information as of  
April 10, 2014

## Allstate Fire and Casualty Insurance Company

Policy Number: [REDACTED] Your Agent: Ryan Mahoney (603) 664-7979  
 Policy Effective Date: June 1, 2014

COVERAGE FOR VEHICLE # 2

### 2005 Honda Accord

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance		Not Applicable	\$101.90
• Bodily Injury	\$50,000 \$100,000	each person each occurrence	
• Property Damage	\$100,000	each occurrence	
Automobile Medical Payments	\$5,000	each person	\$14.15
Auto Collision Insurance	Actual Cash Value	\$500	\$147.73
Auto Comprehensive Insurance	Actual Cash Value	\$50	\$59.13
<b>Total Premium for 05 Honda Accord</b>			<b>\$322.91</b>

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 0-3 miles to work/school

# Allstate Fire and Casualty Insurance Company

Policy Number: [REDACTED] Your Agent: Ryan Mahoney (603) 664-7979  
 Policy Effective Date: June 1, 2014

COVERAGE FOR VEHICLE # 3

## 2013 Nissan Altima

COVERAGE	LIMITS	DEDUCTIBLE	PREMIUM
Automobile Liability Insurance		Not Applicable	\$90.72
• Bodily Injury	\$50,000 each person \$100,000 each occurrence		
• Property Damage	\$100,000 each occurrence		
Automobile Medical Payments	\$5,000 each person	Not Applicable	\$13.74
Auto Collision Insurance	Actual Cash Value	\$1,000	\$213.61
Auto Comprehensive Insurance	Actual Cash Value	\$1,000	\$54.30
<b>Total Premium for 13 Nissan Altima</b>			<b>\$372.37</b>

### RATING INFORMATION

This vehicle is driven over 7,500 miles per year, 0-3 miles to work/school

AUTO \*01002814041003005061704\*



Information as of  
April 10, 2014

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NH01CRBB 06/10

# Allstate Fire and Casualty Insurance Company

Policy Number: [REDACTED]  
Policy Effective Date: June 1, 2014

Your Agent: Ryan Mahoney (603) 664-7979

## Additional Coverage

The following policy coverage is also provided.

COVERAGE	LIMITS		PREMIUM
Uninsured Motorists Insurance for Bodily Injury	\$50,000 \$100,000	each person each accident	\$35.91
<b>TOTAL</b>			<b>\$35.91</b>

## Your Policy Documents

Your auto policy consists of this Policy Declarations and the documents listed below. Please keep them together.

- New Hampshire AFCIC Insurance Policy form AFA41
- NH Auto Policy Amendatory Endorsement form AFA52

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois, and if required by state law, this policy shall not be binding unless countersigned on the Policy Declarations by an authorized agent of Allstate.

Steven P. Sorenson  
President

Mary J. McGinn  
Secretary