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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 24, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families to enter into an agreement with The Rowley Agency (Vendor # 154464) 45 Constitution Avenue, Concord, NH 03301 for the provision of general liability coverage for foster parents in an amount not to exceed \$70,407.95, effective as of October 11, 2016 or upon Governor and Executive Council approval through October 11, 2017. 30% Federal; 70% General Funds.

Funds are available in the following account for State Fiscal Year 2017:

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD – FAMILY SERVICES

FISCAL YEAR	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2017	533-502512	Foster Care Services	42105847	\$70,407.95
			Total:	\$70,407.95

EXPLANATION

The purpose of this agreement is to provide mandated general liability coverage for foster parents who care for children who are in custody of the Division for Children, Youth and Families. Per RSA 170-G:3, VI, the Commissioner of Department of Health and Human Services shall have the authority, after consultation with the Department of Insurance and the Department of Administrative Services, Risk Management Unit, to purchase insurance coverage for the benefit of individuals providing foster care to children within the jurisdiction of the Department.

The Risk Management Unit coordinated with the Department's management to secure the same coverage terms and conditions as in the previous fiscal year. The Division's management completed the application and reported a two percent (2%) increase in the number of families participating in the program from 638 to 650. Following the Risk Management Unit's direction, The Rowley Agency arranged for this purchase in accordance with its contract with the State for *Producer Services for Property and Casualty Insurance* in effect from July 1, 2015 through June 30, 2018.

The Rowley Agency made inquiries to several insurance carriers to gauge interest in providing insurance coverage for the foster parent program. The Rowley Agency received one quote from the incumbent, Western World Insurance Group through Tudor Insurance Company, for \$70,407.95. Tudor operates as a wholly owned subsidiary of Western World. The other carriers approached either indicated they do not insure this type of risk, declined to submit proposals based on the general liability, social services exposure and risks or were unwilling to replicate the unique manuscripted terms, conditions and coverage endorsements in the policy which include sexual abuse coverage. The policy provides specialized liability coverage for damage caused by foster children to their foster families' homes due to behavioral and emotional issues and also provides a legal defense to foster parents accused of sexual abuse. Most insurers do not want to assume these types of risk because it does not meet their internally established guidelines. In these cases, a specially licensed producer called a surplus line producer gets involved.

The total contract price of \$70,407.95 is void of producer/agency fees or commissions and includes \$68,265.00 in premium and \$2,142.95 for required policy taxes/fees. Tudor has offered a renewal with the same rates as expiring. Under RSA 405:29, a surplus line producer is required to remit a three percent (3%) premium tax to the state for all insurance contracts written under their license. While this quote represents a two percent (2%) increase in premium, the rate remained the same and the increase is directly related to the two percent (2%) increase in participating families. Western World has been providing this coverage since 1997 and the Department is satisfied with their insurance coverage and claim services.

The Rowley Agency recommends that coverage be secured through Tudor Insurance Company as they were the only market which presented competitive and comprehensive terms. The RMU agrees with Rowley's recommendation.

Should Governor and Executive Council not approve this request, the Department may not have the insurance coverage for the benefit of individuals providing foster care to children within the jurisdiction of the Department

Area Served: Statewide

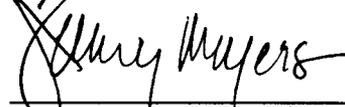
Source of Funds: 30% Federal; 70% General Funds. Based on Title IV-E eligibility of children in foster care, 30% of the costs will be billable to Federal Health and Human Services Title IV-E funds, and 70% to General Funds.

In the event that the Federal funds are no longer available, General funds will not be requested to support this program.

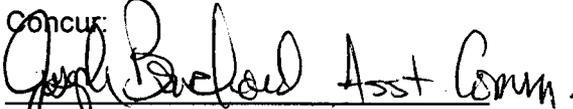
Respectfully submitted,



Lorraine Bartlett
Director



Jeffrey A. Meyers
Commissioner, Health and Human Services

Concur:

Vicki V. Quiram,
Commissioner, Administrative Services

State of NH Marketing Results

For: Foster Parents of the State of NH
Policy Effective Date: 10/11/16 – 10/11/17

The Rowley Agency, Inc. has arranged for this insurance purchase in accordance with its contract with the State of NH for Producer Services. Robert Simpson, the Producer, has made inquiries to specific insurance markets about this program. The results of our marketing efforts are below.

Market Approached	Results
Acadia	Declined due to general liability exposure and would not write sexual abuse coverage
Travelers	Declined – do not have an “appetite” for social services exposures/risks
Hanover	Declined due to general liability exposure

Our Recommendation/comments:

We approached several other markets and were declined because they do not insure this type of risk.

Tudor Insurance offered a renewal with the same rates as expiring. The premium increase is strictly due to the rated exposure increase (current # of foster families increased by 12). We recommend renewing with Tudor Insurance again.

Subject: General Liability Insurance for Foster Care Parents

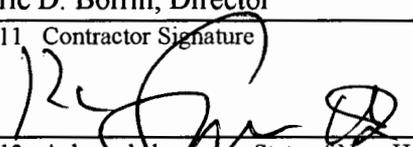
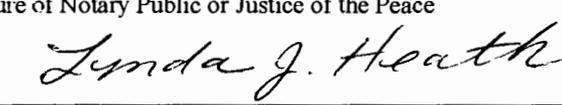
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Children, Youth & Families		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Rowley Agency, Inc. (Vendor #154464)		1.4 Contractor Address 45 Constitution Avenue Concord, NH 03302-0511	
1.5 Contractor Phone Number 603-224-2562	1.6 Account Number 05-95-42-421010-2958- 533-500373-42105847	1.7 Completion Date October 11, 2017	1.8 Price Limitation \$70,407.95
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert C Simpson II, Vice President	
1.13 Acknowledgement: State of New Hampshire, County of Merrimack On August 21, 2016, 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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: right;"> LYNDA J. HEATH, Notary Public State of New Hampshire My Commission Expires January 13, 2021 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Lynda J. Heath Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LORRAINE BARTLETT DHHS/DCYF DIRECTOR	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Vande-Attorney 9/16/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and The Rowley Agency, Inc.**

Exhibit A - Scope of Services

ARTICLE 1. SCOPE OF SERVICES

This EXHIBIT A, Scope of Services, is made a part of the P-37 Agreement (the "Agreement") and is made according to the terms of paragraph 2 of the Form P-37. This EXHIBIT A to the Agreement is between the State of New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (the "State") and The Rowley Agency, Inc. ("Rowley"). The purpose of this request is to provide mandated general liability coverage for foster parents who care for children who are in custody of the Division for Children, Youth and Families ("DCYF"). Per RSA 170-G:3, VI, the Commissioner of Department of Health and Human Services shall have the authority, after consultation with the Department of Insurance (DOI) and the Department of Administrative Services' Risk Management Unit (RMU) to purchase insurance coverage for the benefit of individuals providing foster care to children within the jurisdiction of DCYF.

ARTICLE 2. EFFECTIVE DATE

Effective Date of Agreement: October 11, 2016
 Expiration Date of Agreement: October 11, 2017, 12:01 AM Standard Time at the address of the State stated herein.

The State shall have the right to terminate the contract, if a contract is awarded; at any time by giving Rowley thirty (30) days advance written notice.

ARTICLE 3. Administrative Services Provided by Rowley

A. INSURANCE COVERAGE DETAILS

Subject of Insurance	Coverage Limit
General Liability General Aggregate Limit	\$300,000
Products – Completed Operations Aggregate Limit	Excluded
Personal and Advertising Injury Limit	\$300,000 any one person or organization
General Liability Per Occurrence Limit	\$300,000
Damage to Premises Rented to You (each occurrence)	\$100,000 any one premises
Medical Expense Limit	Excluded
Each Professional Incident Limit	Excluded
Sexual Molestation Coverage	\$25,000 each claim \$25,000 aggregate Defense Coverage Only
Property Damage to Foster Parents Property : Coverage applies regardless of negligence	\$5,000 per foster home \$5,000 per claim \$300,000 aggregate
Access or disclosure of confidential or personal information & data-related liability	Excluded

\$250 BI/PD Deductible applies to General Liability

B. CLAIMS ADMINISTRATION

Tudor Insurance, the insurer, will administer all reported claims from October 11, 2016 for the contract period until the claims are closed.

1. Claim Reporting

Designated personnel at DCYF shall report claims to Rowley's designated claims adjuster. The claims adjuster or Rowley shall submit claims to the Insurer and shall send a letter of acknowledgment of claims to the RMU and DCYF electronically or via US mail.

2. Claim Reserving.

Rowley shall establish and maintain timely and adequate reserves. Rowley shall revise reserve estimates whenever developments occur which change the ultimate loss exposure and maintain supporting documentation. Reserves shall be adequately funded by Rowley in a matter consistent with established industry practice.

3. Litigation Management.

Rowley shall ensure that all cases are properly prepared prior to conference, hearing or trial. The RMU shall be notified of any claims that involve legal proceedings, including but not limited to, conferences, hearings or trials. The RMU or DCYF reserves the right to attend any hearing, conference, appeal or trial. If a conference, hearing or trial is to be handled by an attorney, DCYF will work with Rowley to ensure timely delivery of the file material for preparation. Rowley shall document the attorney's receipt of claim file and the attorney's opinion about the merits of the issues to be litigated and the probable outcome of the litigation. If an adverse finding is made, the attorney should comment about the costs and the merits of the appeal, including the potential impact on future claims costs. Rowley shall review attorney bills to ensure that they are accurate and reasonable.

4. Payment Control.

Rowley shall ensure all claims payments are made in accordance with New Hampshire statutory provisions and regulations. See Insurance Rules 1002. Documentation detailing the payee, type of payment and payment amount shall be provided to the RMU.

5. Claims Settlements and Loss Runs

Rowley shall advise RMU of any settlement of twenty thousand dollars (\$20,000) or greater. Rowley shall issue loss run reports within thirty days of RMU's request.

C. ACCOUNT MANAGEMENT

Rowley shall manage this policy in accordance with the terms and conditions of the Producer Services for Property and Casualty Insurance for the State, effective July 1, 2015.

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and The Rowley Agency Inc.**

Exhibit B – Price and Method of Payment

This EXHIBIT B, Contract Price, Limitation on Price, Payment is made a part of the Agreement and is made according to the terms of paragraph 5 of the Form P-37.

A. CONTRACT PRICE.

Rowley hereby agrees to provide the services in complete compliance with the terms and conditions specified in Exhibit A at the price below for the term of the contract ("contract price"). The total Contract Price for the term of the Agreement as shown in block 1.8 of the P-37 is \$70,407.95

B. INVOICING

Rowley shall submit one invoice to be paid in full at the beginning of the contract term in the amount of \$70,407.95.

ROWLEY shall submit an invoice to:

The State of New Hampshire
Department of Administrative Services
Risk Management Unit
25 Capitol Street, Rm 412
Concord, NH 03301

Or via email to: jason.dexter@nh.gov

The State shall not make payments to ROWLEY prior to the Agreement effective date of October 11, 2016.

C. PAYMENT

The State shall make payment to Rowley via ACH. Use the following link to enroll with the State Treasury: <https://www.nh.gov/treasury/> . Payment terms are net thirty days subject to approval of the submitted invoice.

**Insurance Coverage for Foster Parents of DCYF Children
State of New Hampshire, Department of Health and Human Services
and The Rowley Agency Inc.**

Exhibit C – Special Provisions

This EXHIBIT C, Special Provisions, is made a part of the Agreement and is made according to the terms of paragraph 22 of the Form P-37.

A. INSURANCE. Delete Paragraph 14.1.1 and substitute the following:

1. General Liability coverage with limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate
2. Automobile Insurance coverage with combined single limits of \$1,000,000 per accident
3. Excess/umbrella insurance coverage with limits of \$10,000,000 per occurrence and in the aggregate
4. Errors and Omission insurance coverage with limits of \$25,000,000

B. There are no other special provisions for this contract.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE ROWLEY AGENCY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on December 7, 1966. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of August, A.D. 2016



William M. Gardner
Secretary of State



CERTIFICATE OF VOTE/AUTHORITY

CORPORATE RESOLUTION

I, Bruce H. Langley, Assistant Secretary and Treasurer of The Rowley Agency, Inc. a corporation organized and existing under the laws of the State of New Hampshire (the Company), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on August 24, 2016, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Resolved: That Robert C. Simpson II, Vice President of The Rowley Agency, Inc. is empowered and authorized to execute contracts related the State of New Hampshire (DHHS) insurance coverage for Foster Parents of DCYF Children.

In Witness Whereof, the undersigned has affixed his signature and the corporate seal of the Company this 24th day of August, 2016



Bruce H. Langley
Assistant Secretary and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2016

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Peggy Johnson PHONE (A/C No. Ext.): (603) 224-2562 FAX (A/C No.): (603) 224-8622 E-MAIL ADDRESS: pjohnson@crowleyagency.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Western Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Acadia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: MEMIC Indemnity Company</td> <td>11030</td> </tr> <tr> <td>INSURER D: Travelers Cas & Surety Co of Am</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Western Insurance		INSURER B: Acadia Insurance Company		INSURER C: MEMIC Indemnity Company	11030	INSURER D: Travelers Cas & Surety Co of Am		INSURER E:		INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (RBR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CPA003817928	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EIS occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGS \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA003817528	2/1/2016	2/1/2017	COMBINED SINGLE LIMIT (EIS accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA003818328	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N	3102802542	2/1/2016	2/1/2017	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYER \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	DESCRIPTION OF OPERATIONS below Employee Dishonesty		105882645	2/1/2016	2/1/2019	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 WRB G&C Materials

CERTIFICATE HOLDER **CANCELLATION**

State of NH Department of Administrative Services Risk Management Unit 25 Capitol Street, Rm 412 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peggy Johnson/PAJ <i>Peggy A Johnson</i>
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WESTPORT INSURANCE CORPORATION

Policy Number: WED4NH005998210
Renewal of Policy: WED4NH005998209

INSURANCE INDUSTRY PROFESSIONAL LIABILITY COVERAGE FOR INSURANCE AGENCIES

DECLARATIONS

THIS IS A CLAIMS MADE POLICY. PLEASE READ CAREFULLY.

A. NAMED INSURED:
THE ROWLEY AGENCY, INC.

Address:
45 Constitution Drive
PO Box 511
CONCORD, NH 03302-0511

B. POLICY PERIOD: From 12:01 A.M. February 01, 2016 To 12:01 A.M. February 01, 2017
Local time at the address stated herein

C. Limits of Liability: \$25,000,000 Per CLAIM
\$25,000,000 Aggregate for the POLICY PERIOD
Sublimit of Liability for
BREACH OF PERSONAL DATA: NO COVERAGE Per CLAIM
NO COVERAGE Aggregate for the POLICY PERIOD

D. DEDUCTIBLE: \$ 25,000 Per CLAIM
\$ 75,000 Aggregate for the POLICY PERIOD

E. Premium:
*Experience Credit Applied
*Loss Control Credit Applied

F. RETROACTIVE DATE: Full Prior Acts

Total Premium:

