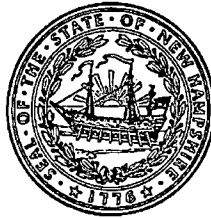


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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

May 10, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Program Support, to amend an existing **sole source** contract with GEM Consulting, Hollis, NH (vendor code 204409), by extending the completion date from November 30, 2018 to June 30, 2019 and increasing the price limitation by \$100,000.00 from \$89,000.00 to \$189,000.00, to continue the development of processes and programs to analyze state assessment and other accountability data effective upon Governor and Council approval. This contract was originally approved by the Commissioner of Education on September 20, 2017 and amended with Governor and Council approval on December 20, 2017 (Item #74). 100% Federal Funds

Funding is available in the accounts titled Federal Assessment and Title I Compensatory Education as follows:

	<u>FY 19</u>
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$50,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services	\$50,000.00

EXPLANATION

The Department is requesting this be a **sole source** amendment due to the fact that Lauren Heiter, sole proprietor of GEM Consulting, has had responsibility for applying the many changes to the existing accountability and assessment business rules and systems since the transition to ESSA and a new assessment vendor. Lauren's detailed knowledge of the rules and systems, along with her proven technical and analytical skills, has been very valuable to the success of implementing both. Selecting another provider would require that the new provider learn all the complexities involved prior to continuing implementation.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 10, 2018
Page 2 of 2

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

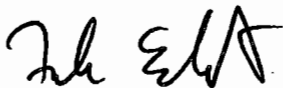
New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve. In addition, the assessment results must be reported to students, parents, teachers, administrators, school board members, and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

Lauren Heiter has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. In order to ensure quality data is produced and that the state is able to successfully fulfill ESSA requirements, we need her to continue this work with the assessment team.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Educational Improvement, hereinafter "the Agency," and GEM Consulting, Hollis, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Commissioner of Education on September 20, 2017 and amended with Governor and Council approval on December 20, 2017 (Item #74) hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to June 30, 2019
2. Amend Section 1.8 by increasing the price limitation from \$89,000.00 to \$189,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-2 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-2 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective on the date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

By: Frank Edelblut
Frank Edelblut, Commissioner of Education

GEM Consulting

By: Lauren Heiter
Lauren Heiter, Sole Proprietor

STATE OF New Hampshire
County of Merrimack

On this the 10th day of May 2018 before me, Tamara Feener, the undersigned officer, personally appeared Lauren Heiter who acknowledged herself to be the Sole Proprietor of Gem Consulting a trade name, and that she, as such Sole Proprietor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trade name by herself as Sole Proprietor.

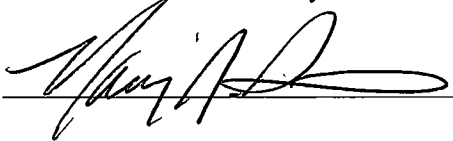
In witness whereof I hereto set my hand and official seat.

TAMARA J. FEENER, Notary Public
State of New Hampshire
My Commission Expires January 27, 2021

Tamara Feener
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 15th day of May, 2018.

Division of Attorney General Office

By: 

Approved by the Governor and Council this _____ day of _____, 2018

By: _____

EXHIBIT A-2

SCOPE OF SERVICES

GEM Consulting will provide the following services to the New Hampshire Department of Education from the date of Governor & Council approval through June 30, 2019:

- Prepare documentation, provide support and training, and review DOE staff work.
- Validate business rules for accountability and provide support in applying rules and reporting accountability data.
- Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules, design, implementation and testing in the transition to a new statewide assessment system.
- Assist in the data preparation required for the NH Statewide Assessment program.
- Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.
- Provide support in manipulating data in order to fulfill state and federal reporting requirements.
- Work in assuring the validity of data in the data warehouse.
- Assist with the creation of reports to share data with school districts and other stakeholders.
- Be available and participate in Assessment, Accountability, and Data Management meetings.
- Participate in Bureau and Department meetings periodically to share information as required.

REPORTING

Ms. Heiter, the sole proprietor of GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

EXHIBIT B-2

BUDGET

Budget (through June 30, 2019)

Professional services (\$100.00 per hour/1,000 hours) not to exceed \$100,000.00	Current Budget	Amendment/ Increase	New Budget
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$89,000.00	\$50,000.00	\$139,000.00
06-56-56-562010-25090000-102-500731 Contracts for Program Services		\$50,000.00	\$ 50,000.00
Total	\$89,000.00	\$100,000.00	\$189,000.00

Method of Payment: Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Sandra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials
Date 5/19/18

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Lauren Heiter, as a Sole Proprietor of my Trade Name, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Trade Name this 10 day of May, 2018.

Lauren Heiter
Sole Proprietor

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 10th day of May, 2018, before me, Tamara Feener the undersigned Officer, personally appeared, Lauren Heiter who acknowledged herself to be the Sole Proprietor of GEM Consulting a Trade Name, and that she, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trade Name by herself as Sole Proprietor.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Tamara Feener
Notary Public/Justice of the Peace

My Commission expires:

TAMARA J. FEENER, Notary Public
State of New Hampshire
My Commission Expires January 27, 2021



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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 614028



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of October A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name: GEM CONSULTING	Business ID: 614028
Business Type: Trade Name	Business Status: Active
Expiration Date: 5/20/2019	Last Renewal Date: Not Available
Business Creation Date: 05/20/2009	Name in State of Formation: Not Available
Date of Formation in Jurisdiction: 05/20/2009	
Principal Office 20 Arbor Lane, Hollis, NH, Address: 03049, USA	Mailing Address: NONE
Business Email: NONE	Phone #: 603-930-9781
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Technical consulting	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

Name	Title	Address
Lauren Heiter	Applicant	20 Arbor Lane, Hollis, NH, 03049, USA



74 EB

Frank Edelblut
Commissioner

Christine Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

November 15, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Educational Improvement, to amend an existing **sole source** contract with GEM Consulting, Hollis, NH (vendor code 204409), by extending the completion date from June 30, 2018 to November 30, 2018, expanding the scope of services, and increasing the price limitation by \$80,000.00 from \$9,000.00 to \$89,000.00, to develop processes and programs to analyze state assessment and other accountability data effective upon Governor and Council approval through November 30, 2018. This contract was originally approved by the Commissioner of Education on September 20, 2017. 100% Federal Funds

Funds to support this request are available in the following account in FY 2018 and FY 2019, with the ability to adjust encumbrances between Fiscal Years through the Budget Office without further Governor and Council Approval, if needed and justified, State Assessment-Federal:

	<u>FY 18</u>	<u>FY 19</u>
06-56-56-562010-25340000-102-500731 Contracts for Program Services	\$47,000.00	\$33,000.00

EXPLANATION

The Department is requesting this be a **sole source** amendment due to the fact that Lauren Heiter, sole proprietor of GEM Consulting, has had responsibility for applying the accountability and assessment business rules to data sets from multiple vendors after the state changed to using Smarter Balanced three years ago. She was also responsible for producing data for the State Performance Based Accountability System (PBAS) and providing the underlying assessment data for the Federal EdFacts reporting. The upcoming transition to ESSA and a new assessment vendor will require many changes to the existing state business rules and systems. Lauren's detailed knowledge of the current rules and systems, along with her proven technical and analytical skills, will be very valuable to the success of implementing both. She is available to work now with the assessment team to put together a detailed plan of how the high level requirements translate into action. Selecting another provider would require that the new provider learn all the many intricacies involved prior to being able to put such an action plan together.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
November 15, 2017
Page 2 of 2

The Department of Education is legislatively mandated to develop and implement methods for assessing what students should know and be able to do.

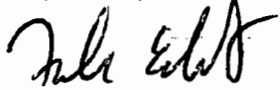
New Hampshire Education Law 193-C:1 Statewide Education Improvement and Assessment Program states:

A statewide education improvement and assessment program built upon the establishment of educational standards specifying what students should know and be able to do is an important element in educational improvement. Such a program also serves as an effective measure of accountability when the assessment exercises or tasks are valid and appropriate representations of the curriculum standards that students are expected to achieve. In addition, the assessment results must be reported to students, parents, teachers, administrators, school board members, and to all other citizens of New Hampshire in order that informed decisions can be made concerning curriculum, in-service education, instructional improvement, teacher training, resource allocation, and staffing.

Lauren Heiter, Sole Proprietor of GEM Consulting, has over twenty years of experience working with all levels of users, both independently and as part of a team, to design and implement software solutions, databases and reports. She has served as a Senior Software Engineer, Crystal Report Writer and a Data Analyst Consultant for the Hollis School District and the Department. The Department of Education would like to contract with GEM Consulting to ensure quality data is produced and that the state fulfills the ESSA requirements.

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

Respectfully submitted,



Frank Edelblut
Commissioner of Education

FE:sm:emr

**AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT**

Now come the New Hampshire Department of Education, Division of Educational Improvement, hereinafter "the Agency," and GEM Consulting, Hollis, NH, hereinafter "the Contractor", and, pursuant to an agreement between the parties that was approved by the Commissioner of Education on November 20, 2017 hereby agree to modify same as follows:

1. Amend Section 1.7 by extending the completion date to November 30, 2018
2. Amend Section 1.8 by increasing the price limitation from \$9,000.00 to \$89,000.00
3. Remove Exhibit A (Scope of Services) and replace with Exhibit A-1 (Scope of Services)
4. Remove Exhibit B (Budget) and replace with Exhibit B-1 (Budget)
5. All other provisions of the contract shall remain in effect.
6. This modification shall be effective on the date of Governor and Council approval.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to the said agreement.

IN WITNESS WHEREOF, the parties, hereto have set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Education
(Agency)

By: 
Frank Edelblut, Commissioner of Education

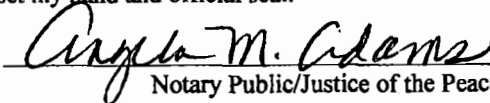
GEM Consulting

By: 
Lauren Heiter, Sole Proprietor

STATE OF NH
County of Merrimack

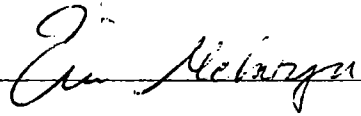
On this the 16 day of November 2017 before me, Angela Adams, the undersigned officer, personally appeared Lauren Heiter who acknowledged herself to be the Sole Proprietor of Gem Consulting a trade name, and that she, as such Sole Proprietor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trade name by herself as Sole Proprietor.

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

 exp. 5/1/18
Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 28th day of November, 2017.

Division of Attorney General Office

By: 

Approved by the Governor and Council this _____ day of _____, 2017

By: _____

EXHIBIT A-1

SCOPE OF SERVICES

GEM Consulting will provide the following services to the New Hampshire Department of Education from the date of Governor & Council approval through November 30, 2018:

- Prepare documentation, provide support and training, and review DOE staff work.
- Validate business rules for accountability and provide support in applying rules and reporting accountability data.
- Provide consulting for delivery of Federal and State accountability systems and related data structures. This includes consulting on the definition of business rules, design, implementation and testing in the transition to a new statewide assessment system.
- Assist in the data preparation required for the NH Statewide Assessment program.
- Preparation of assessment and accountability data to be reported to the field and for internal use in multiple formats.
- Provide support in manipulating data in order to fulfill state and federal reporting requirements.
- Work in assuring the validity of data in the data warehouse.
- Assist with the creation of reports to share data with school districts and other stakeholders.
- Be available and participate in Assessment, Accountability, and Data Management meetings.
- Participate in Bureau and Department meetings periodically to share information as required.

REPORTING

Ms. Heiter, the sole proprietor of GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

EXHIBIT B-1

Budget

Budget (through November 30, 2018)
Professional services (\$100.00 per
hour/890 hours) not to exceed
\$89,000.00

FY 18

FY 19

06-56-56-562010-25340000-102-500731
Contracts for Program Services

\$56,000.00

\$33,000.00

Method of Payment: Payments shall be made on invoices submitted monthly
accompanied by a description of services for that period. Please submit invoices to:

Sandra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Contractor Initials *SH*

Date ~~11-16-17~~ 11-16-17 *SH*

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Lauren Heiter, as a Sole Proprietor of my Trade Name, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Proprietor of the Trade Name this 16 day of November, 2017.

La Heiter
Sole Proprietor

STATE OF NH
COUNTY OF Merrimack

On this the 16 day of November, 2017, before me, Angela Adams the undersigned Officer, personally appeared, Lauren Heiter who acknowledged herself to be the Sole Proprietor of GEM Consulting a Trade Name, and that she, as such Sole Proprietor being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Trade Name by herself as Sole Proprietor.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Angela M. Adams 5/1/18
Notary Public/Justice of the Peace

My Commission expires: 5/1/18

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 GEM CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on May 20, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 614028



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of October A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

LAUREN A. HEITER

STRENGTHS:

- Detailed knowledge of New Hampshire assessment, accountability and student growth
- Excellent technical, analytical, problem solving and communication skills.
- Strong knowledge of databases, reporting and data analysis.
- Ability to work with all skill levels to integrate technology into effective solutions.
- Knowledge of wide variety of business domains.
- Proven ability to learn both business and technical concepts quickly.

SOFTWARE/TOOLS:

- Visual Basic
- Visual C++
- SQL Reporting Services
- Crystal Reports
- SQL views, stored procedures
- HTML
- Microsoft SQLServer
- Microsoft Excel
- Microsoft Access

EXPERIENCE:

NEW HAMPSHIRE DEPARTMENT OF EDUCATION, Concord, NH **part time 2009 -2017**
Data Analyst Consultant to Assessment Department, i4see Analyst Bureau of Data Management

- Part of team implementing Smarter Balanced, DLM and SAT assessments. This includes helping to define new rules for student inclusion in accountability and setting up new accountability processes.
- Designed and developed set of longitudinal reports for each school and district in the state. Generated html used by state website to make reports available to the public.
- Documented business rules and gathered data from multiple sources for State's New Accountability system and Federal Reporting of Assessment results (EDEN, Table6, CSPR).
- Provided multiple analyses on Assessment data including Blue Ribbon and Focused Monitoring selection process.

HOLLIS SCHOOL DISTRICT, Hollis, NH

part time 2009

Data Analyst Consultant

- Created Access database to temporarily house NECAP, NWEA and DRA student assessment data. Prototyped custom Crystal reports: Student Profile, NECAP strand analysis, Released Item GLE analysis.
- Increased Leadership team's knowledge of: data available/missing, functionality of current analysis tool (Performance Tracker) and potential of custom analysis.

RIVERBEND COMMUNITY MENTAL HEALTH Inc., Concord, NH

part time 2008 - 2010

Crystal Report writer

- Designed, developed, tested and implemented Crystal Reports for behavioral health organization from SQLServer database.

MANAGEDOPS.COM/THE TAYLOR GROUP, Bedford, NH
Senior Software Engineer/ Senior Business Systems Analyst**1997 – 2002**

- Designed, developed and implemented solutions which interfaced with Siebel Call Center and Great Plains/Microsoft Dynamics financial and manufacturing products.
- Participated in advanced business analysis and development tasks including Visual Basic coding, prototyping using Siebel development tools, application and database design, complex SQL stored procedures, UI design, complex report generation, and cross-application roll-back/recovery design. .
- Produced feasibility documents, functional specifications, design documents, test plans and acceptance criteria.
- Managed customer expectations, determined project scope and managed project risks.
- Projects included customized billing system, customized invoice generation system, manufacturing physical inventory and costing system, manufacturing engineering change management system, time tracking and invoicing system, automobile leasing system, web reporting system and purchasing landed cost system.

CODEM SYSTEMS, Merrimack, NH
Senior Software Engineer**1995 – 1997**

- Member of team that developed automated world-wide electronic shelf labeling product using C++, SQLServer, Oracle 7, ODBC, Microsoft Foundation Class Library and Rogue Wave tools.
- Led database-related tasks including design, implementation, performance tuning, writing stored procedures, extended stored procedures, triggers and backup and recovery strategy.
- Designed and implemented SQLServer database for government agency in Singapore to locate illegal radio and cell phone activity.
- Investigated data warehousing and data mining tools to analyze large quantities of data for retailers such as Kraft, Frito-Lay, and Gillette.

DIGITAL EQUIPMENT CORPORATION, Marlboro, MA
Senior Software Engineer (earned positions of increasing responsibility)**1984 – 1995**

- Proposed, led, designed, developed, tested, implemented, documented and integrated 7x24 statistical process control and engineering data analysis tools and automated data collection systems to improve yields for Semiconductor Computer Integrated Manufacturing team. Provided technical and business recommendations for many projects within the group including manufacturing analysis and reporting, resource tracking and document control software.
- Proposed, led, designed, developed, tested, implemented, documented and integrated various business, management and analysis tools for the Solutions Configuration Infrastructure Engineering department. Developed project proposals, plans, specifications and schedules. Provided consulting for Bethesda Naval Hospital to define and develop hardware and software alternatives to solve healthcare problems.
- Formalized requirements/functionality for Eastman Kodak and Xerox projects.
- Developed New York State Workman's Compensation system as member of implementation team.
- Installed and supported wholesale and manufacturing order entry/financial system for small businesses.

EDUCATION:

Clark University, Worcester, MA B.A. Computer Science and Economics
G.P.A. 3.64/4.0, Magna Cum Laude, Phi Beta Kappa


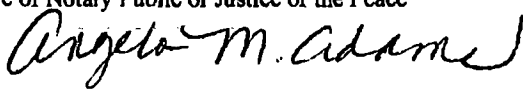
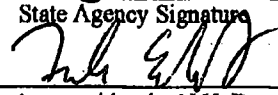
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Education		1.2 State Agency Address 101 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Lauren Heiter d/b/a GEM Consulting		1.4 Contractor Address 20 Arbor Lane, Hollis, NH 03049	
1.5 Contractor Phone Number 603-465-3392	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$9,000.00
1.9 Contracting Officer for State Agency Sandra MacDonald, Administrator, Bureau of Instructional Support and Student Assessment		1.10 State Agency Telephone Number 603-271-3453	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>9/20/17</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela M. Adams</u>			
1.14 State Agency Signature  Date: <u>9-21-17</u>		1.15 Name and Title of State Agency Signatory	
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: _____			
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.

CERTIFICATE OF AUTHORITY

(Sole Proprietor)

I, Lauren Heiter, as a Sole Owner of my Business, GEM Consulting, certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Education, on behalf of myself.

IN WITNESS WHEREOF, I have hereunto set my hand as the Sole Owner of the Business this 20th day of September, 2017:

Lauren Heiter
Sole Owner

STATE OF NH
COUNTY OF Merrimack

On this the 20 day of September, 2017, before me, Angela M. Adams ^{as of 9/20/17} ~~Lauren Heiter~~ the undersigned Officer, personally appeared, Lauren Heiter who acknowledged herself to be the Sole Owner of GEM Consulting a Business, and that she, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by herself as Sole Owner.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Angela M. Adams
Notary Public/Justice of the Peace

My Commission expires: 5/1/18

EXHIBIT A

SCOPE OF SERVICES

GEM Consulting will provide the following services to the New Hampshire Department of Education from the date of Commissioner of Education approval through June 30, 2018:

- Prepare documentation, provide support and training, and review DOE staff work
- Validate business rules for accountability and provide support in applying rules and reporting accountability data
- Provide support in manipulating data in order to fulfill federal and state reporting requirements
- Work to help assure the validity of data in the data warehouse
- Assist with the creation of reports to share data with school districts and other stakeholders
- As available, participate in Assessment Team, Data Management, and other related Bureau or Department meetings

REPORTING

Ms. Heltter, the sole proprietor of GEM Consulting, will provide the Administrator reports that document the work accomplished and a log of time spent.

EXHIBIT B

Budget

Budget (through June 30 2018)
Professional services (\$100.00 per
hour/90 hours) not to exceed \$9,000.00 **FY 18**

06-56-56-562010-25340000-102-500731 \$9,000.00


Method of Payment: Payments shall be made on invoices submitted monthly accompanied by a description of services for that period. Please submit invoices to:

Sandra MacDonald
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

SA
9-20-17

EXHIBIT C

None

Contractor Initials 
Date 9-2017