

63 48



NEW HAMPSHIRE  
COUNCIL ON  
DEVELOPMENTAL DISABILITIES

December 21, 2020

His Excellency, Governor Christopher T. Sununu  
And the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the New Hampshire Council on Developmental Disabilities to **RETROACTIVELY** enter into an agreement with vendor Susan Zimmermann (310149) 48 North State St Concord NH 03301, in the amount of \$15,000. Effective upon Governor and Council approval for the period from October 1, 2020 through October 30, 2022. The source of funds is 100% federal.

Funding to support this request are anticipated to be available in the following account for State Fiscal Years 2021, 2022, 2023, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal years through the Budget Office, if needed and justified:

01-97-97-970010-38960000 - Developmental Disabilities Council

STATE/FY	CLASS -ACCOUNT	CLASS TITLE	AMOUNT
2021	046-500464	CONSULANTS	\$5000.00
2022	046-500464	CONSULANTS	\$5000.00
2023	046-500464	CONSULANTS	\$5000.00
✓		TOTAL	\$15,000.00

EXPLANATION

The request is being made **retroactively** due to delays in finalizing the agreement, as well as competing priorities, which further delayed the development of agreement. However, steps have been taken to ensure that any further agreement between the two organizations will be made, and submitted in a timely manner for Governor & Council approval.

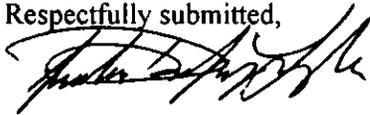
Councils on Developmental Disabilities were created by the federal Developmental Disabilities Act (DD Act) in 1970. The New Hampshire Council was established in 1971. Councils are located in every State and Territory, and represent a Federal-State partnership to expand opportunities and improve the quality of life of people with developmental disabilities and their families. Councils are charged by Federal law to identify the most pressing needs of people with developmental disabilities in their State or Territory and to develop innovative and cost effective strategies to meet those needs. Councils work to promote the independence and productivity of people with developmental disabilities and promote systems change that will eliminate obvious inequities in areas such as employment, education, and access to healthcare.

Our role on the Living Well: Quality Frameworks grant will be to participate in the Quality Council/Advisory Committee for this grant, work with self-advocates establishing measures of quality and satisfaction, and developing and implementing self-advocate-led trainings for Direct Support

Providers in the system. The Independent Contractor (IC) shall be responsible for oversight of the Living Well: Quality Frameworks project, which is a sub-award from the Institute on Disabilities at UNH. Activities shall include, but are not limited to: Review all pertinent documents and information to get an understanding of the project(s), the collaborators and expectation of the sub-award. Work with partners/collaborators on the development and implementation of goals and objectives as related to the grant. Develop and implement surveys and forums for collecting information/data about DSP trainings, including satisfaction/needs assessments, etc. with self-advocates and families. Work with People First on common goals outlined in the sub-award. Work with Community Service Networks, Inc. (CSNI) on common goals outlined in the sub-award. Analyze current systems and data related to DSP trainings and develop sustainable ways to enhance current systems and improve current DSP training systems and satisfaction amongst individuals and families. Prepare/present reports on findings to the collaborative group.

The geographic area served by this project agreement is statewide. The source of funds is 100% federal funds. In the event that federal funds become no longer available, general funds will not be used to support this contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Isadora Rodriguez-Legendre', written over the typed name below.

Isadora Rodriguez-Legendre  
Executive Director

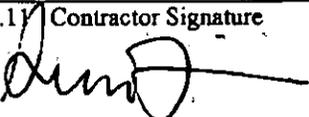
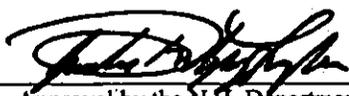
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Council on Developmental Disabilities		1.2 State Agency Address 2 1/2 Beacon Street, Concord NH 03301	
1.3 Contractor Name Susan Zimmermann		1.4 Contractor Address 48 North State Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-724-4384	1.6 Account Number 38960000	1.7 Completion Date OCTOBER 30, 2022	1.8 Price Limitation \$15,000
1.9 Contracting Officer for State Agency Isadora Rodriguez-Legendre		1.10 State Agency Telephone Number 603-271-1157	
1.11 Contractor Signature  Date: 12/21/20		1.12 Name and Title of Contractor Signatory Susan Zimmermann, Project Manager	
1.13 State Agency Signature  Date: 12/21/20		1.14 Name and Title of State Agency Signatory Isadora Rodriguez-Legendre, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 12/21/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 SMJ  
Date 1/22/20

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

**Exhibit B**

**STATE OF NEW HAMPSHIRE  
New Hampshire Council for Developmental Disabilities  
2 ½ Beacon Street  
Concord, New Hampshire 03301**

**Date: October 1, 2020**

**Independent Contractor Agreement**

**Contract No.:** 2020-0001

**Vendor:** Susan Zimmermann  
48 North State Street  
Concord, NH 03301

**Contact Person(s):** Isadora Rodriguez-Legendre, MSW  
Executive Director  
New Hampshire Council on Developmental Disabilities  
2 ½ Beacon Street, Ste. 10  
Concord, NH 03301-4447

**Effective From:** October 1, 2020 (FY21) **Through:** October 30, 2022 (FY23)

**Executive Summary:**

Our role on the Living Well: Quality Frameworks grant will be to participate in the Quality Council/Advisory Committee for this grant, work with self-advocates establishing measures of quality and satisfaction, and developing and implementing self-advocate-led trainings for Direct Support Providers in the system.

**Scope of Work:**

The Independent Contractor (IC) shall be responsible for oversight of the Living Well: Quality Frameworks project, which is a sub-award from the Institute on Disabilities at UNH. Activities shall include, but are not limited to the following:

- Review all pertinent documents and information to get an understanding of the project(s), the collaborators and expectation of the sub-award. Work with partners/collaborators on the development and implementation of goals and objectives as related to the grant. Develop and implement surveys and forums for collecting information/data about DSP trainings, including satisfaction/needs assessments, etc. with self-advocates and families. Work with People First on common goals outlined in the sub-award. Work with Community Service Networks, Inc. (CSNI) on common goals outlined in the sub-award. Analyze current systems and data related to DSP trainings and develop sustainable ways to enhance current systems and improve current DSP training systems and satisfaction amongst individuals and families. Prepare/present reports on findings to the collaborative group.

Contractor Initials *sm*  
Date 12/21/20

## Exhibit A

There are no special provisions.

- Review all information related to the sub-award.
- Follow up with collaborators and other sub-award recipients to obtain clarification or additional information as needed.
- Develop common goals and plans for implementation of interventions with collaborators outlined in the sub-award agreement.
- Work with People First on common goals outlined in the sub-award.
- Work with Community Service Networks, Inc. (CSNI) on common goals outlined in the sub-award.
- Analyze current systems and data related to DSP trainings and develop sustainable ways to enhance current systems and improve current DSP training systems and satisfaction amongst individuals and families.
- Develop and implement surveys and forums for collecting information/data about DSP trainings, including satisfaction/needs assessments, etc. with self-advocates and families.
- Analyze and interpret quantitative and qualitative data and documents collected.
- Prepare/present reports on findings to the collaborative group.
- Work with People First of NH on the development of training curriculum for DSPs based on needs assessment.
- Coordinate and co-facilitate trainings developed around the State of New Hampshire in collaboration with grant partners.
- Attend in-person meetings at least once per month with grant partners. Based on availability.
- Attend in-person meetings with Council Executive Director at least bi-weekly at council office.

**Council Support:**

The Council will serve as a resource to support the IC and may receive calls from the Council staff about outcome and performance measures; public policy issues that relate to IC's projects, products produced, and project events.

**Disclosures:**

The IC is required to add the following disclaimer on the first page or preface of all documents and webpages produced, all or in part, with Council (ACL) funding.

*This project was supported, in part with funding provided by the NH Council on Developmental Disabilities under grant number 2001NHSCDD, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.*

## Exhibit C

### Payment Terms:

The funds will be distributed to the IC by the following payment arrangement.

Subject to the IC's compliance with the terms and conditions of this agreement, and for services provided, the State shall compensate the IC at a rate of \$27 an hour (plus supplies, travel costs and mileage reimbursement) for an average of 10-15 hours per month, up to a maximum total payment of \$5000.00 per fiscal year.

An invoice must be completed, signed, and returned to the Developmental Disabilities Council at least monthly, in order to initiate payment. Please mail the invoice to:

Isadora Rodriguez-Legendre, MSW  
Executive Director  
NH Council on Developmental Disabilities  
2 ½ Beacon Street, Ste. 10  
Concord, NH 03301-4447

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.  
Project management of the agency's Living Well: NH Quality Framework's sub-award, including developing DSP training, evaluating work, reporting to grant committee, completing periodic reports
2. Does the agency have State employees that perform the same or similar services?  Yes,  No
3. Will the Agency exercise authority over the means by which the service is rendered by:
  - a. Setting work hours.  Yes,  No
  - b. Setting the work location or providing work space.  Yes,  No
  - c. Training the individual in how the services must be performed.  Yes,  No
  - d. Supervising how services are rendered.  Yes,  No
  - e. Providing tools, materials or office supplies to perform the services.  Yes,  No
  - f. Requiring periodic reports on the individual's services.  Yes,  No
  - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants.  Yes,  No
4. Will the individual perform the services exclusively for the agency, rather than holding out those services as available to customers other than the Agency?  Yes,  No
5. Does the individual use their personal social security number rather than employer identification tax number?  Yes,  No
6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations?  Yes,  No
7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work?  Yes,  No
8. Will the Agency have the right to terminate the relationship at any time?  Yes,  No
9. Can the individual terminate the relationship at any time without liability?  Yes,  No
10. Are the services the individual will provide an independently established trade, occupation, profession, or business?  Yes,  No. Please Identify \_\_\_\_\_

Date initial review by DoP: \_\_\_\_\_

Date final review by DoP: \_\_\_\_\_

Initial Approval \_\_\_\_\_: Disapproved \_\_\_\_\_

Final Approval \_\_\_\_\_: Disapproved \_\_\_\_\_

\_\_\_\_\_  
(Division of Personnel signatory)

\_\_\_\_\_  
(Division of Personnel signatory)

*approved by email due to Covid limitations at DOP. See attached email.*

**Lawson, Mary**

---

**From:** Rudis, Lorrie  
**Sent:** Monday, December 21, 2020 12:08 PM  
**To:** Lawson, Mary  
**Subject:** RE: Important-attachment

Due to Covid-19 our office is currently quarantined. Please accept this email as my approval for the contract review form delivered to me on 12.21.2020.

Thank you