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Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
25 Hall Street
Concord, NH 03301

June 27, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Education to enter into a contract with Acolad, Inc. (VC#495934), New York, NY in an amount not to exceed \$132,000 to provide transcription services and preparation of meeting minutes for hearings and various statewide board and commission meetings, effective upon Governor and Council approval through June 30, 2029, with the option to renew for one (1) five-year term. 57% General Funds, 43% Other.

Funds to support this request are available in Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026-2029, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-560510-20220000 GOVERNANCE

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$15,000
2026	235-500784	Transcription Services	\$15,000
2027	235-500784	Transcription Services	\$15,000
2028	235-500784	Transcription Services	\$15,000
2029	235-500784	Transcription Services	\$15,000
Total			\$75,000

06-56-56-566510-67770000 HIGHER ED/TRANSCRPT ADMIN FEES

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$800
2026	235-500784	Transcription Services	\$800
2027	235-500784	Transcription Services	\$800
2028	235-500784	Transcription Services	\$800
2029	235-500784	Transcription Services	\$800
Total			\$4,000

06-56-56-566510-90080000 EDUCATION CREDENTIALING

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$10,600
2026	235-500784	Transcription Services	\$10,600
2027	235-500784	Transcription Services	\$10,600
2028	235-500784	Transcription Services	\$10,600
2029	235-500784	Transcription Services	\$10,600
Total			\$53,000

Budget Summary

Fiscal Year	2025	2026	2027	2028	2029	Total
Totals	\$26,400	\$26,400	\$26,400	\$26,400	\$26,400	\$132,000

EXPLANATION

A request for proposals was posted on the New Hampshire Department of Education (NHED) website from March 15, 2024 through April 12, 2024. The NHED was seeking proposals from an organization or individual to provide transcription services and preparation of meeting minutes from MP3 or MPEG-4 audio recordings to Microsoft Word documents.

Ten proposals were received, reviewed, and rated by an evaluation team. Scoring occurred between April 24, 2024 and April 26, 2024. The Request for Proposal (RFP) review panel consisted of the following NHED employees: the Administrator, Dispute Resolution and Constituent Complaints in the Governance Unit, the Administrator of the Division of Higher Education, and the Administrator of the Office of the Commissioner. The criteria scores were totaled and the review team recommended Acolad, Inc. be awarded the contract. (See Attachment A)

Acolad, Inc. has been doing business as a legal transcription company for over 70 years. Their primary business consists of providing certified legal transcription of board/commission meetings, administrative hearings, court hearings, interrogations, interviews, depositions, and witness statements. Acolad, Inc. also holds similar contracts with the New York City Department of Education, including the Impartial Hearings Office, New York State Education Department, New York City Police Department, Los Angeles District Attorney's Office, Orange County Public Defender, and the San Diego County District Attorney's Office, among others. Acolad, Inc. has demonstrated their ability to provide accurate verbatim transcriptions and summaries from audio or video recordings. They have the resources, capacity, and organizational structure to satisfy the requirements of this contract.

Respectfully submitted,



Frank Edelblut
 Commissioner of Education

**Attachment A
Bid Summary Scoring Sheet
Acolad, Inc.**

Name of Bidders	Verbatim Transcript		Written Summary	
	2-4 Business Days Turnaround	5-10 Business Days Turnaround	2-4 Business Days Turnaround	5-10 Business Days Turnaround
	Price per Page	Price per Page	Price per Hour	Price per Hour
Acolad	2.35	2.10	175.00	150.00
Capital Typing	20.00	10.00	120.00	90.00
Captionex	10.00	5.00	120.00	90.00
Datagain Inc.	5.45	3.45	220.00	160.00
Digital Nirvana	2.00	1.80	72.00	64.00
Ditto Transcripts	*	*	165.00	300.00
Intellectix	*	*	195.00	126.00
QuickCaption, Inc.	5.15	4.25	*	*
Spoint	*	*	*	120.00
Transcription Plus, LLC	*	4.50	*	240.00

*Vendor did not provide this information.

Name of Reviewers	Title
Stephen W.F. Berwick	Administrator, Dispute Resolution and Constituent Complaints
Nick Marks	Administrator, Higher Education
Angela M. Adams	Administrator, Office of the Commissioner

Vendor	Total Score
Acolad	95.7
Digital Nirvana	88.0
QuickCaption, Inc.	82.0
Datagain Inc.	81.3
Intellectix	77.7
Capital Typing	77.3
Transcription Plus, LLC	76.0
Captionex	74.7
Ditto Transcripts	67.0
Spoint	55.3

Priority	Proposal Criteria in the RFP	Weight of Criteria
#1	Plan for services that details how vendor anticipates providing services and demonstrated ability to meet the needs of the agency as set forth in Section 2 above. The ability to produce meeting minutes and verbatim transcripts are equally important and successful vendor must be able to demonstrate ability to complete both types of work product.	50
#2	Expertise/experience in producing high quality transcripts and accurate meeting minutes.	30
#3	Price Proposal	20
	Total	100

**Attachment A
 Bid Summary Scoring Sheet
 Acolad, Inc.
 Continued**

Vendor	Priority #1 (50 points)	Priority #2 (30 points)	Priority #3 (20 points)	Total Score
Acolad	48.3	30.0	17.3	95.7
Digital Nirvana	45.3	24.3	18.3	88.0
QuickCaption, Inc.	42.7	27.3	12.0	82.0
Datagain Inc.	43.0	22.7	15.7	81.3
Intellectix	41.7	26.0	10.0	77.7
Capital Typing	43.0	18.3	16.0	77.3
Transcription Plus, LLC	43.3	27.7	5.0	76.0
Captionex	40.7	19.7	14.3	74.7
Ditto Transcripts	33.7	20.3	13.0	67.0
Spoint	30.3	20.0	5.0	55.3

Review Process

Scoring for review occurred between April 24, 2024 through April 26, 2024. The Request for Proposal (RFP) review panel consisted of the following New Hampshire Department of Education (NHED) employees: the Administrator, Dispute Resolution and Constituent Complaints in the Governance Unit, the Administrator of the Division of Higher Education, and the Administrator of the Office of the Commissioner. The Criteria scores were totaled. The review team recommended Acolad, Inc. be awarded the contract.

FORM NUMBER P-37 (version 2/23/2023)

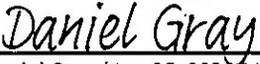
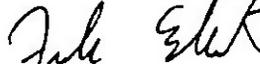
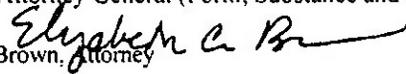
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Education (NHED)		1.2 State Agency Address 25 Hall Street Concord, NH 03301	
1.3 Contractor Name Acolad, Inc.		1.4 Contractor Address 61 Broadway RM 1400 New York, NY 10006	
1.5 Contractor Phone Number 212-346-6631	1.6 Account Unit and Class See Exhibit C	1.7 Completion Date June 30, 2029	1.8 Price Limitation \$132,000
1.9 Contracting Officer for State Agency Angela Adams, Administrator		1.10 State Agency Telephone Number 603-271-3144	
1.11 Contractor Signature  Daniel Gray (Jun 25, 2024 11:56 PDT)		1.12 Name and Title of Contractor Signatory Daniel Gray, Vice President, North America Sales	
1.13 State Agency Signature  Date: 7/9/2024		1.14 Name and Title of State Agency Signatory Frank Edelblut, Commissioner of Education	
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: Elizabeth A. Brown, Attorney  On: 7/9/2024			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

EXHIBIT B
Scope of Services

Acolad, Inc. (Acolad) will provide transcription services and prepare meeting minutes for the New Hampshire Department of Education (NHED).

Table of Contents

1. Transcription Services:

- 1.1 Technological Infrastructure
- 1.2 Account Management
- 1.3 Job Tracking System
- 1.4 Planners and Project Managers
- 1.5 Transcriptionists
- 1.6 Quality Assurance Process
- 1.7 Adherence to Specified Format
- 1.8 Confidentiality

2. Key Personnel:

- 2.1 Short Biographic Information
 - 2.1.1 Account Manager
 - 2.1.2 Planners/Project Managers
 - 2.1.3 Transcriptionists
 - 2.1.4 Quality Assurance Department
- 2.2 Workflow Overview
- 2.3 Access to Server

1. Transcription Services:

1.1 Technological Infrastructure:

Acolad will provide a secure and password-protected portal for NHED to submit MP3 or MPEG-4 audio recordings of meetings and hearings resulting in minutes or transcripts into Microsoft Word documents or Microsoft Compatible file formats. The file format for recordings and output may vary over the period of this contract but will include generally commercially available technology platforms. NHED shall provide a due date when submitting projects. NHED will receive a confirmation email from Acolad confirming what files were uploaded for each project.

1.2 Account Management:

The account manager serves as the primary point of contact. They manage project details collaborating with various departments and overseeing billing responsibilities. They ensure communication and project coordination.

1.3 Job Tracking System:

Acolad's internal enterprise resource planning (ERP) software system interacts with its secure password-protected portal to automatically generate unique Job ID numbers for each project. This system enhances transparency, allowing Acolad to track projects from quotation to invoicing. Specified NHED staff may also track progress of projects and associated invoices using the portal.

EXHIBIT B
Scope of Services
Continued

1.4 Planners and Project Managers:

Planners assign hundreds of jobs monthly. Each project includes a meticulous review of the audio, with a focus on identifying potential challenges to the final document's quality.

1.5 Transcriptionists:

Transcriptionists ensure that the nuances of various meetings are captured in verbatim transcripts and meeting minutes.

1.6 Quality Assurance Process:

The Quality Assurance Department ensures the accuracy of the final transcripts. A comprehensive review process follows.

1.7 Adherence to Specified Format for Verbatim Transcriptions:

Acolad's verbatim transcripts adhere to the specified format, containing 25 numbered lines of text and 1-inch margins on each side, with left-justified, 12-point font. The files shall be provided to NHED as Microsoft Word documents or Microsoft Compatible file formats. The file format for recordings and output may vary over the period of this contract but will include generally commercially available technology platforms. Transcriptions shall be typographically and grammatically free of errors. The word "unintelligible" is used for portions of a recording that is incomprehensible.

Each verbatim transcript shall begin with a cover page that includes:

- i. The title and number(s) of the proceeding;
- ii. The date and place of the proceeding;
- iii. The name of the transcription service.

Verbatim transcripts must use the following format for hearings when multiple people are speaking:

Hearing Examiner Smith: Which day of the week did the injury occur?
Respondent: Monday.
Hearing Examiner Smith: How did you fall?
Respondent: I was walking and tripped over a box.

A certificate of accuracy signed by the transcriptionist will be included as the final page of the document.

1.8 Confidentiality:

All employees, both full-time and part-time, as well as freelance contractors, shall sign a confidentiality and non-disclosure agreement to safeguard personal information and data and preventing disclosure to any third party without the express written consent of the NHED. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Copies of these agreements can be reviewed upon request.

Acolad shall comply with all applicable privacy laws for transmitted data including the Federal Law on Student Education Records ("FERPA")

EXHIBIT B
Scope of Services
Continued

1.9. Contractor shall conduct criminal background checks and not utilize any staff, including any subcontractors, to fulfill the obligations under this Agreement who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. NHED may request Acolad produce evidence of such background checks upon reasonable notice.

2. Key Personnel:

2.1 Short Biographic Information

Below is information for each key personnel that emphasizes experience and qualifications for the scope of service.

2.1.1 Account Manager:

- **Experience:** The account manager has an extensive background in the industry. As the primary point of contact between clients and the Acolad team, they play a crucial role in ensuring seamless communication, project coordination, and timely delivery.
- **Responsibilities:**
 - Enters all projects into the Enterprise Resource Planning (ERP) database upon audio file reception.
 - Collaborates with other departments to facilitate timely project delivery.
 - Manages project billing responsibilities.
- **Expertise:**
 - Proficient in utilizing Acolad's password-secured portal for secure audio file uploads.
 - Experienced in navigating the ERP database to streamline project workflows.
 - Well-versed in client communication, ensuring their needs are met efficiently.

2.1.2 Planners/Project Managers:

- **Roles:**
 - Assign jobs under the direct supervision of the team lead.
 - Conduct a comprehensive review of received audio files upon their arrival.
 - Sample various segments to assess potential challenges in the final document due to audio quality.
 - Assign media to the most suitable transcriptionist based on expertise.
- **Expertise:**
 - Manages high-volume assignments.
 - Supervised directly by a team lead.
 - Collaborative work with the account manager to ensure project timelines are met.

2.1.3 Transcriptionists:

- **Responsibilities:**
 - Produce accurate verbatim transcripts or meeting summaries based on the assigned audio files.
- **Selection Criteria:**
 - Undergo thorough screening and testing.
 - Assigned by planners/project managers to ensure the best match for each project.

EXHIBIT B
Scope of Services
Continued

2.1.4 Quality Assurance Department:

- **Functions:**
 - Review all transcribed documents to guarantee the highest level of accuracy.
- **Expertise:**
 - Trained to identify and rectify any errors or discrepancies in the transcripts.
 - Ensures the quality and precision of the final product before client delivery.

2.2 Workflow Overview:

- Audio files securely uploaded by NHED to Acolad's password-secured portal.
- NHED submitter receives an email confirming what files were uploaded.
- Account manager enters project details into the ERP database and coordinates with other departments.
- Job ID numbers automatically generated for each project.
- Planners/project managers conduct an initial review of audio to assess quality.
- Transcriptionists assigned based on expertise and compatibility.
- Quality Assurance Department ensures accuracy in the final transcripts.
- Acolad makes all necessary correction requested by NHED to ensure a complete and correct verbatim transcript or complete and accurate meeting minutes.
- Acolad provides corrected copies to NHED within seven (7) calendar days from notification of deficiency at no additional charge.
- NHED receives completed project documents via email. NHED also has the ability to access projects via the secure password-protected portal.

2.3 Access to Server:

- Acolad grants access and training, if needed, to the secure password-protected portal to contacts specified by the NHED.

**EXHIBIT C
Method of Payment**

(Budget through June 30, 2029)

Verbatim Transcription:

Turnaround Time	Price per Page (USD)
11+ Business Days	\$1.90
5-10 Business Days	\$2.10
2-4 Business Days	\$2.35
Next Business Day	\$3.50

Written Summary:

Turnaround Time	Price per Recorded Hour (USD)
11+ Business Days	\$125.00
5-10 Business Days	\$150.00
2-4 Business Days	\$175.00

Notes:

1. The above pricing is applicable for electronic delivery only.
2. Turnaround times are calculated from the day Acolad receives the audio.
3. If physical media needs to be returned, shipping charges will apply.

Limitation on Price: Upon mutual agreement between the state contracting officer and the contractor, line items in this budget may be adjusted one to another, but in no case shall the total budget exceed the price limitation of \$132,000.

Funding Source: Funds to support this request are available in Fiscal Year 2025 and are anticipated to be available in Fiscal Years 2026-2029, upon the availability and continued appropriation of funds in the future operating budget with the authority to adjust budget line items within the price limitation and encumbrances between fiscal years through the Budget Office if needed and justified.

06-56-56-560510-20220000 GOVERNANCE

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$15,000
2026	235-500784	Transcription Services	\$15,000
2027	235-500784	Transcription Services	\$15,000
2028	235-500784	Transcription Services	\$15,000
2029	235-500784	Transcription Services	\$15,000
Total			\$75,000

06-56-56-566510-67770000 HIGHER ED/TRANSCRIPT ADMIN FEES

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$800
2026	235-500784	Transcription Services	\$800
2027	235-500784	Transcription Services	\$800
2028	235-500784	Transcription Services	\$800
2029	235-500784	Transcription Services	\$800
Total			\$4,000

Contractor Initials: DG

EXHIBIT C
Method of Payment
Continued

06-56-56-566510-90080000 EDUCATION.CREDENTIALING

Fiscal Year	Class/Account	Class Title	Budget
2025	235-500784	Transcription Services	\$10,600
2026	235-500784	Transcription Services	\$10,600
2027	235-500784	Transcription Services	\$10,600
2028	235-500784	Transcription Services	\$10,600
2029	235-500784	Transcription Services	\$10,600
Total			\$53,000

Budget Summary

Fiscal Year	2025	2026	2027	2028	2029	Total
Totals	\$26,400	\$26,400	\$26,400	\$26,400	\$26,400	\$132,000

Method of Payment: Method of Payment: Payment will be made upon the submittal of monthly invoices that are received by the 10th day of the following month and supported by a summary of activities/completed deliverables that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be electronically submitted to:

Angela Adams, Administrator
Office of the Commissioner
NH Department of Education
Angela.M.Adams@doe.nh.gov

Contractor Initials: DG

EXHIBIT D
Contractor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at \$250,000) must address **administrative, contractual, or legal remedies** in instances where the contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The Contractor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements

The Contractor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Contractor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Contractor and any company that the Contractor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection

(This clause is applicable if this Contract exceeds \$150,000. It applies to Federal-aid contracts only.)
The Contractor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired in the preceding fiscal year exceeded \$10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Revised 6-5-21

EXHIBIT E
Federal Debarment and Suspension

- a. By signature on this Contract, the Contractor certifies its compliance, and the compliance of its Sub-Contractors, present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving federal funds:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;
 2. Does not have a proposed debarment pending;
 3. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- b. Where the Contractor or its Sub-Contractor is unable to certify to the statement in Section a.1. above, the Contractor or its Sub-Contractor shall be declared ineligible to enter into Contract or participate in the project.
- c. Where the Contractor or Sub-Contractor is unable to certify to any of the statements as listed in Sections a.2., a.3., or a.4., above, the Contractor or its Sub-Contractor shall submit a written explanation to the NHED. The certification or explanation shall be considered in connection with the NHED's determination whether to enter into Contract.
- d. The Contractor shall provide immediate written notice to the NHED if, at any time, the Contractor or its Sub-Contractor, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.

Revised 6-5-21

EXHIBIT F
Anti-Lobbying

The Contractor agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, execute the following Certification:

The Contractor certifies, by signing and submitting this contract, to the best of his/her knowledge and belief, that:

- a. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any State or Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the "Disclosure of Lobbying Activities" form in accordance with its instructions.

<https://www.gsa.gov/forms-library/disclosure-lobbying-activities>

- c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making and entering into this transaction imposed by Section 1352, Title 31 and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- d. The Contractor also agrees, by signing this contract that it shall require that the language of this certification be included in subcontracts with all Sub-Contractor(s) and lower-tier Sub-Contractors which exceed \$100,000 and that all such Sub-Contractors and lower-tier Sub-Contractors shall certify and disclose accordingly.
- e. The NHED shall keep the firm's certification on file as part of its original contract. The Contractor shall keep individual certifications from all Sub-Contractors and lower-tier Sub-Contractors on file. Certification shall be retained for three (3) years following completion and acceptance of any given project.

Revised 6-5-21

EXHIBIT G
Rights to Inventions Made Under a Contract, Copy Rights and Confidentiality

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the NHED.

Any discovery or invention that arises during the course of the contract shall be reported to the NHED. The Contractor is required to disclose inventions promptly to the contracting officer (within 2 months) after the inventor discloses it in writing to contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

Confidentiality

All Written and oral information and materials disclosed or provided by the NHED under this agreement constitutes Confidential Information, regardless of whether such information was provided before or after the date on this agreement or how it was provided.

The Contractor and representatives thereof, acknowledge that by making use of, acquiring or adding to information about matters and data related to this agreement, which are confidential to the NHED and its partners, must remain the exclusive property of the NHED.

Confidential information means all data and information related to the business and operation of the NHED, including but not limited to all school and student data contained in NH Title XV, Education, Chapters 186-200.

Confidential information includes but is not limited to, student and school district data, revenue and cost information, the source code for computer software and hardware products owned in part or in whole by the NHED, financial information, partner information (including the identity of NHED partners), Contractor and supplier information, (including the identity of NHED Contractors and suppliers), and any information that has been marked "confidential" or "proprietary", or with the like designation. During the term of this contract the Contractor agrees to abide by such rules as may be adopted from time to time by the NHED to maintain the security of all confidential information. The Contractor further agrees that it will always regard and preserve as confidential information/data received during the performance of this contract. The Contractor will not use, copy, make notes, or use excerpts of any confidential information, nor will it give, disclose, provide access to, or otherwise make available any confidential information to any person not employed or contracted by the NHED or subcontracted with the Contractor.

Ownership of Intellectual Property

The NHED shall retain ownership of all source data and other intellectual property of the NHED provided to the Contractor in order to complete the services of this agreement. As well the NHED will retain copyright ownership for any and all materials, patents and intellectual property produced, including, but not limited to, brochures, resource directories, protocols, guidelines, posters, or reports. The Contractor shall not reproduce any materials for purposes other than use for the terms under the contract without prior written approval from the NHED.

Revised 6-5-21

EXHIBIT H
Data Protection

Revised 2-2023

Data Protection

Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:

1. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and non-public information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and non-public data of similar kind.
2. All data obtained by the Contractor in the performance of this contract and all Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data.
3. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
4. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
5. The Contractor shall not use any information collected in connection with the service issued from this Contract for any purpose other than fulfilling the service.

Data Location

The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

Security Incident Or Data Breach

The Contractor shall inform the State of any security incident or Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

1. Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a security incident.
3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact immediately, unless shorter time is required by applicable law, and (2) take commercially reasonable and consistent with industry best practices measures to address the data breach in a timely manner.

Breach Responsibilities

1. This section only applies when a Data Breach occurs with respect to State data within the possession or control of the Contractor and/or the third-party designee hosting the data as agreed upon by the Contractor and the State.
2. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
3. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third-party hosting company to encrypt Personal Data or otherwise prevent its release, the Contractor and/or the third-party hosting company shall bear the costs associated with:
 - a. the investigation and resolution of the Data Breach;
 - b. notifications to individuals, regulators or others required by State law;
 - c. a credit monitoring service required by State (or federal) law;
 - d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
 - e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

CERTIFICATE OF ATTESTATION

Corporation

I, Grainne Maycock, hereby certify that I am the duly appointed Secretary of
(Name of Clerk of Corporation)

Acolad, Inc. I hereby certify that Daniel Gray
(Corporation Name) (Name of Contract Signatory)

Vice President, North America Sales, is duly authorized to execute contracts on behalf of
(Title of Contract Signatory)

Acolad, Inc. and may bind the company thereby.
(Corporation Name)

I hereby certify that said authority has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30) days**. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/25/24 ATTEST: Grainne Maycock Chief Revenue Officer
(Signature of Clerk of Corporation) (Title of Clerk of Corporation)

gm

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ACOLAD INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 15, 2024. 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: 957075

Certificate Number: 0006685293



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

