



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4745 1-800-852-3345 Ext. 4745
FAX: 603-271-4787 TDD Access: 1-800-735-2964
Automated Voice Response 1-800-371-8844

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

June 17, 2015

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

*Retroactive
sole source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to enter into a **retroactive and sole source** amendment to an existing agreement with CBC Innovis, Inc., 8 Parkway Center, Pittsburgh, PA 15220 (Vendor Code 175245) for credit reporting services, by increasing the price limitation by \$18,000 from \$54,000 to \$72,000, and by extending the completion date from June 30, 2015 to June 30, 2016, effective upon date of Governor and Executive Council approval. Governor and Executive Council approved the original agreement on August 8, 2012 (Item #37). 66% Federal funds and 34% General funds.

05-95-95-957010-6128 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: COMMISSIONER, DIV. OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

Fiscal Year	Class / Object	Class Title	Current Amount	Increase / Decrease	Modified Amount
SFY 2013	102-500731	Contracts for Program Services	\$18,000	\$ 0	\$18,000
SFY 2014	102-500731	Contracts for Program Services	\$18,000	\$ 0	\$18,000
SFY 2015	102-500731	Contracts for Program Services	\$18,000	\$ 0	\$18,000
		Subtotal	\$54,000		\$54,000

05-95-42-427010-7929 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: HUMAN SERVICES, CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

SFY 2016	102-500731	Contracts for Program Services	\$ 0	\$18,000	\$18,000
		Total	\$54,000	\$18,000	\$72,000

Funds are available in the above account, pending legislative approval of the next biennial budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council.

EXPLANATION

This Amendment is **retroactive**. Although this contract is retroactive, the vendor has agreed that from when the contract ended on July 1, 2015 until the date of Governor and Executive Council approval of the amendment, no work will be done.

This Amendment is **sole source** to ensure the Department's continued ability to timely enforce payment of child support obligations, and to locate non-custodial parents, through the use of credit bureau reporting services. The original agreement was awarded as the result of a competitive bid process that included an option for the Department to renew it for two one-year periods. The Governor and Executive Council request that approved the original agreement also included this provision, however the agreement lacked inclusion of the renewal provision due to human error. This omission was only recently discovered; the Department did not have sufficient time to complete a new competitive bidding process without risking a gap in service delivery. Due to the potential loss of federal financial incentives for providing credit bureaus with information pertaining to past due child support obligations, the Department seeks approval of this Request. The Department plans to reprocur for these services beginning in early July 2015.

The Division of Child Support Services, in compliance with State and Federal requirements, assists families with children by offering services that help them to achieve financial self-sufficiency and minimize dependence on public assistance. These services include: establishing paternity orders, establishing and enforcing financial and medical support orders issued by the courts, locating non-custodial parents, and collecting and disbursing child support. During the last federal fiscal year, ending September 30, 2014, the Division of Child Support Services served 38,345 children and the State collected and disbursed over \$81.8 million in child support on behalf of these children.

NH RSA 161-C:26-a and Federal Regulations at 45 CFR 303.105 require the Division to report to credit bureaus past due child support obligations; and 45 CFR 303.3 requires the Division to attempt to find all non-custodial parents when his or her location is unknown. Through this Agreement, the Division obtains address and employment information for non-custodial parents who fail to provide current location information to the Division, or for whom the Division is trying to establish a child support order. Additionally, the Agreement enables the Division to place the nonpayment of child support obligation(s) on the responsible individual's credit report. These activities have proven to be an effective collection tool in the enforcement of child support cases and in locating such parents.

Should Governor and Executive Council determine not to authorize this Request, the Department would be in violation of federal and state regulations requiring the reporting of information to credit bureaus. Failure to utilize these services would negatively impact program performance and would reduce the federal incentive funds the Department relies on to help support the administration of the program. The Department has no mechanism in place to substitute for the loss of these services.

On January 31, 2012, a Request for Proposals, 12-DCSS-CR-02, was issued and posted to the Department's web site. Additionally, Request for Proposals announcement letters were mailed to five (5) potential vendors. The only bidder was CBC Innovis, Inc. This contractor has been the provider of these services for the past twenty (20) years. Because CBC Innovis, Inc. has well-provided its contractual responsibilities, the Department requests approval of this amended agreement.

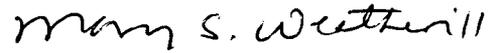
Area served: statewide.

Source of funds: Federal Funds 66% from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, Catalog of Federal Domestic Assistance #93.563, Federal Award Identification Number 1504NHCSSES, and General Funds 34%.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 17, 2015
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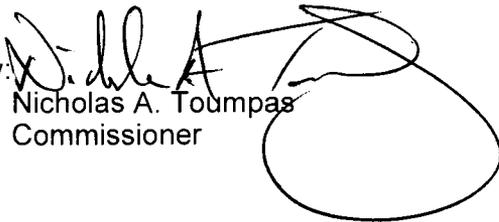
In the event that the Federal Funds become no longer available, no additional General Funds will be requested to support this program.

Respectfully Submitted,



Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Child Support Systems Maintenance & Enhancement Project
Vendor Selection Report
July 2, 2012

Competitive bids were sought for paternity testing services via Request for Proposals 12-DCSS-CR-02 posted to the Department's website on January 31, 2012. Additionally, Request for Proposals Announcement Letters were mailed to five (5) potential vendors. Following publication of the Request for Proposals, one (1) Letter of Intent was received. One (1) bid from CBC Innovis, Inc., 8 Parkway Center, Pittsburgh, PA 15220, was received by the due date of March 7, 2012. The bid was compliant with the terms of the RFP.

Pursuant to the RFP, an Evaluation Committee was formed to examine the proposal. The Committee was comprised of the following DCSS personnel:

Proposal Evaluation Committee		
Evaluator Committee Member	Title	Committee Role
Lori Anderson	Contract Manager	Evaluator
Christine Morin	Staff Attorney	Evaluator
Sheila Wright	Management Analyst	Evaluator

The Committee analyzed the following three components:

1. Evaluation of experience, corporate resources and corporate qualifications,
2. Evaluation of the Scope of Services to ensure that all work specifications in the RFP were satisfactorily addressed, and
3. Evaluation of the Cost Proposal.

Applying the evaluation criteria contained in the RFP, the Committee scored the proposals as follows:

BIDDER	SCORE
CBC Innovis, Inc.	98

The Committee determined that the solution offered by CBC Innovis, Inc. successfully met the core requirements of the RFP. CBC Innovis, Inc. has provided DCSS with credit reporting for the past 20 years in a manner that has been positive and productive.



State of New Hampshire
Department of Health and Human Services
Amendment #1 to Credit Bureau Services Contract

This 1st Amendment to the Credit Bureau Services contract (hereinafter referred to as "Amendment 1") dated this 19th day of May, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and CBC Innovis, Inc. (hereinafter referred to as "the Contractor"), a corporation with a place of business at 8 Parkway Center, Pittsburgh, Pennsylvania 15220.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 8, 2012, (Item #37), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS, the State and the Contractor have agreed to extend the term of the agreement and increase the price limitation to support continued delivery of these services;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows to:

- 1) Amend Form P-37, Block 1.7 to read June 30, 2016
- 2) Amend Form P-37, Block 1.8 to read \$72,000.00
- 3) Amend Form P-37, Block 1.9 to read Eric Borrin
- 4) Amend Form P-37, Block 1.10 to read 603-271-9558
- 5) Amend Exhibit B by deleting and replacing paragraph 1 with: "The Contractor understands and agrees that the cost structure, including the unit price specified in the following Price Schedule, shall be guaranteed for the term of the Contract. The term of the Contract is the date of Governor and Council approval or July 1, 2012, whichever date is later, through June 30, 2016. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the Price Schedule for Contract Deliverables shall be as follows:"
- 6) Amend Exhibit B by inserting into paragraph 1 the following subparagraph a.: "The total amount of all payments made to the Contractor for the performance of said services during the period of July 1, 2015 to June 30, 2016, shall not exceed: \$11,880.00 – 66% Federal Funds from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, CFDA #93.563, Federal Award Identification Number 1504NHCSSES; and \$6,120.00 – 34% General Funds."
- 7) Amend Exhibit C by deleting and replacing paragraph 2, subparagraph a. with: "New Hampshire Standard Contract Terms and Conditions, Form P-37, and its Exhibits A through J, as amended by Amendment 1;"
- 8) Delete Exhibit G and replace with Exhibit G Amendment #1

**New Hampshire Department of Health and Human Services
Credit Bureau Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6-18-15
Date

Mary Weatherill
Mary Weatherill
Director

CBC Innovis, Inc.

6/12/15
Date

Keith Kotowicz
NAME Keith Kotowicz
TITLE Treasurer

Acknowledgement:

State of OHIO, County of FRANKLIN on 6/12/15, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Heather L. Major, Paralegal Heather L. Major
Name and Title of Notary or Justice of the Peace



**HEATHER L. MAJOR
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 25, 2018**

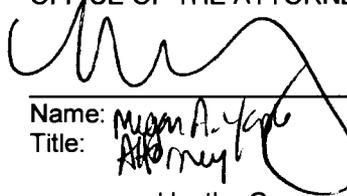
**New Hampshire Department of Health and Human Services
Credit Bureau Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/6/15
Date


Name: Megan A. Yoder
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G- Amendment #1

Contractor Initials KRC

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

**New Hampshire Department of Health and Human Services
Exhibit G – Amendment #1**



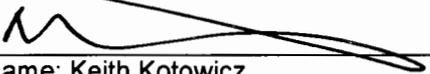
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: CBCInnovis, Inc.

6/12/15
Date


Name: Keith Kotowicz
Title: Treasurer

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 CBCInnovis, Inc. a(n) Pennsylvania corporation, is authorized to transact business in New Hampshire and qualified on December 31, 2002. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of June, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Amy M. Hulthen, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of CBCInnovis, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on January 1, 2015:
(Date)

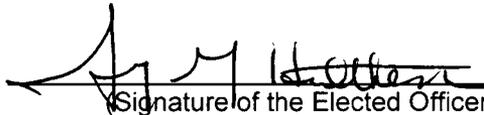
RESOLVED: That the Treasurer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12 day of June, 2015.
(Date Contract Signed)

4. Keith Kotowicz is the duly elected Treasurer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

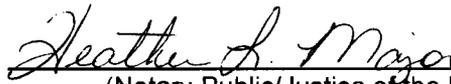

(Signature of the Elected Officer)

STATE OF OHIO

County of FRANKLIN

The forgoing instrument was acknowledged before me this 15th day of June, 2015,

By Amy M. Hulthen
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/25/18



HEATHER L. MAJOR
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 25, 2018

Noreen McSorley
Government Account Specialist

CBCInnovis

(p) 888.332.3173 (f) 866.213.7242

Customer Support: 800.216.3463

Noreen.McSorley@cbcinnovis.com

www.cbcinnovis.com

Have been with CBCInnovis since 2008. Positive and Confident

Managed all Federal, State and Local Government agencies doing business with CBCInnovis.

Oversee all Account Management activities

Ability to facilitate calls and emails so that customers are speaking with the correct CBCInnovis Representative to assist with current needs such as Legal questions, Contract Oversight, Technical Support, Billing/Invoice questions and General Customer Service.

Dedicated to providing highest level of Customer Service

SAW



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES

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Automated Voice Response 1-800-371-8844

Nicholas A. Toumpas
Commissioner

Mary S. Weatherill
Director

Approved
G+C 8/8/12
#37

July 2, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Child Support Services, to enter into an agreement with CBC Innovis, Inc., 8 Parkway Center, Pittsburgh, PA 15220 (Vendor Code 175245) for credit reporting services in an amount not to exceed \$54,000.00 and effective upon Governor and Executive Council approval through June 30, 2015. Funds are available in the following account for State Fiscal Year 2013 and are anticipated to be available in State Fiscal Years 2014 and 2015, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts, if needed and justified, between State Fiscal Years:

05-95-95-957010-6128 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
COMMISSIONER, DIV. OF CHILD SUPPORT SERVICES, CHILD SUPPORT SERVICES

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2013	102-500731	Contracts for Prog Svc	95703400	\$ 18,000.00
SFY 2014	102-500731	Contracts for Prog Svc	95703400	\$ 18,000.00
SFY 2015	102-500731	Contracts for Prog Svc	95703400	\$ 18,000.00
			Total	\$ 54,000.00

EXPLANATION

This request will enable the Division of Child Support Services to enter into an agreement with CBC Innovis, Inc. for credit reporting services to assist in locating non-custodial parents and to assist in enforcing payment of child support obligations. The Division is responsible under Title IV-D of the Social Security Act and New Hampshire Statute for the establishment and enforcement of approximately 35,136 child support cases statewide and conducts an average of 4,500 credit bureau inquiries per year for locate and asset information.

45 Code of Federal Regulations § 303.3 requires state Child Support agencies attempt to find all non-custodial parents when their location is unknown. Credit bureaus have proven to be an effective tool in locating non-custodial parents by providing addresses and employment information. In addition, 45 Code of Federal Regulations § 303.105 and New Hampshire RSA 161-C:26-a, require the Division to report to credit bureaus information pertaining to past due child support obligations. Reports to credit bureaus have proven to be an effective collection tool in the enforcement of child support cases.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
July 2, 2012
Page 2 of 2

Should Governor and Executive Council determine not to authorize this Request for Credit Reporting Services, the Division of Child Support Services would be in violation of federal and state regulations requiring the Division to provide information to credit bureaus pertaining to past due child support obligations. This resource has proven to be an effective tool in the collection of child support payments for families. The Division would also be unable to utilize credit bureau services in locating addresses and employment information of noncustodial parents for enforcement of child support obligations. Failure to utilize these services would impact program performance and would reduce the federal incentive funds the Division relies upon to help support the administration of the program.

Competitive bids were sought for credit bureau services via Request for Proposals 12-DCSS-CR-02 posted to the Department's website on January 31, 2012. Additionally, Request for Proposals Announcement Letters were mailed to five (5) potential vendors. Following publication of the Request for Proposals, one (1) Letter of Intent was received. The only bidder was CBC Innovis Inc., 8 Parkway Center, Pittsburgh, PA 15220. CBC Innovis Inc. has provided DCSS with credit reporting services for the past 20 years in a manner that has been positive and productive.

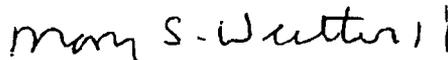
The agreement includes provisions for two one-year renewals subject to concurrence of the parties and the approval of Governor and Executive Council.

Area served: statewide.

Source of funds: Federal Funds 66% and General Funds 34%.

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

Respectfully submitted,



Mary S. Weatherill
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Subject: Credit Bureau Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name <u>Division of Child Support Services</u>		1.2 State Agency Address <u>129 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>CBC Innovis, Inc.</u>		1.4 Contractor Address <u>8 Parkway Center, Pittsburgh, PA 15220</u>	
1.5 Contractor Phone Number <u>(866) 635-9135</u>	1.6 Account Number <u>05-95-95-957010-6128</u>	1.7 Completion Date <u>June 30, 2015</u>	1.8 Price Limitation <u>\$54,000</u>
1.9 Contracting Officer for State Agency <u>Mary Weatherill</u>		1.10 State Agency Telephone Number <u>(603) 223-4828</u>	
1.11 Contractor Signature <u>Dirk M. Cantrell, Treasurer</u>		1.12 Name and Title of Contractor Signatory <u>Dirk M. Cantrell, Treasurer</u>	
1.13 Acknowledgement: State of <u>Ohio</u> , County of <u>Franklin</u> On <u>June 22, 2012</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] <u>Heather L. Major</u>		HEATHER L. MAJOR, Notary Public In and for the State of Ohio My Commission Expires Nov. 25, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Heather L. Major, Paralegal</u>			
1.14 State Agency Signature <u>Mary Weatherill</u>		1.15 Name and Title of State Agency Signatory <u>Mary Weatherill, Director</u>	
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) By: <u>John P. HERRICK</u> On: <u>6 Jul. 2012</u> <u>Jeanne P. Herrick Attorney</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A

Scope of Services

This Contract is between the State of New Hampshire, Department of Health and Human Services, Division of Child Support Services (hereinafter "DCSS") and CBC Innovis, Inc., (hereinafter the "Contractor") for the provision of Credit Reporting services in connection with the establishment, enforcement, and/or modification of child support orders, consistent with local, state, and federal laws and regulations. In consideration of the mutual agreements herein contained, the Contractor and DCSS hereby agree as follows:

I. Overview

- A. DCSS is responsible for the establishment and enforcement of approximately 35,136 child support cases statewide. In the majority of these cases, DCSS is enforcing a current order for child support. The estimated number of inquiries for asset and locate information is 4,500 per year. The type of credit bureau/credit reporting agency information requested is specific to the status of the child support case. Partial reports are requested during the process of paternity establishment and to obtain locate information regarding putative father and payor. Full credit reports are requested to establish the ability of the payor to pay child support, to determine the appropriate level of such payment, and to enforce existing orders for child support.
- B. The New Hampshire Division of Child Support Services is required by Title 45 CFR 303.3 to use appropriate sources to locate payors, or the payor's employer(s), and to locate sources of income or assets, as appropriate, which are necessary to establish or enforce a child support order. One source that assists in the process of authorized location and enforcement is credit bureau/credit reporting agency information.

II. Specifications

- A. The Contractor shall provide the following information to DCSS pertaining to individual payors through reports that can be used for locate and/or enforcement purposes. Services, data, and information shall be provided through the two (2) National Credit Repositories of Experian and Trans Union and the Contractor's Right Party Contact/Innovis ID Reports. All reports shall be available to DCSS via CBC Web.
 1. The Right Party Contact report shall be used for locate purposes. The information on the partial report shall include, but not be limited to, the following:
 - a. Payor's name;
 - b. Payor's present and past address, if available;
 - c. Payor's present and past employer, if available;
 - d. Payor's Social Security Number, if available;
 - e. Payor's telephone number, if available;
 - f. The date the information was last changed; and
 - g. Identify what information was last changed.
 2. A full report shall be used for both establishment and enforcement purposes and shall provide information pulled from one (1) or two (2) credit repositories and shall include, but not be limited to, the following information:
 - a. Payor's name;

- b. Payor's present and past address, if available;
 - c. Payor's present and past employer, if available;
 - d. Payor's Social Security Number, if available;
 - e. Payor's telephone number, if available;
 - f. Credit inquirer information;
 - g. Payor's credit history as contained in the credit bureau files;
 - h. Payor's asset information, if available;
 - i. The date information was last changed; and,
 - j. Identify what information was last changed.
3. The Social Security Number search reports shall provide, but not be limited to, the following information:
- a. Address & phone information for the payor linked to the input SSN;
 - b. The identity of the subject using only the SSN as input; and
4. Any credit reports pulling information from more than one repository shall be merged together into a single, easy to read credit report, eliminating all duplicate information.
5. The Contractor shall provide a high-risk fraud report to alert DCSS to the possibility of fraud.
6. The Contractor shall provide ATLAS, a consumer dispute resolution interface. ATLAS shall assist DCSS in compliance with the Fair Credit Reporting Act. ATLAS shall maintain a permanent historical record of past disputes and past dispute resolution.
- B. The Contractor shall store, distribute and post credit data and credit reporting information through the following national reporting networks: CBC Innovis.
1. The Contractor shall accept monthly reports from DCSS regarding Payors' child support cases. The reports provided by DCSS shall include the following information:
- a. Payor's name;
 - b. Payor's Social Security Number;
 - c. Payor's address, if available; and,
 - d. Child support debt amount and date of last payment.
2. The Contractor shall accept a monthly electronic report from DCSS. For format specifications, see *Attachment A of Request for Proposals 12-DCSS-CR-02* issued on January 31, 2012.
- a. The Contractor shall accept the reports on a monthly basis with the required information, update the information on a monthly basis, and add new data as required.
 - b. The Contractor shall have the ability and capacity to make revisions to the record upon the request of DCSS to the extent that any deletion would be absolute and there would not be any evidence of any report.
 - c. The Contractor shall accept reports on a more frequent basis, e.g. semi-monthly, if requested by DCSS.
3. The Contractor shall provide a monthly load statistic report which reports back the as-contributed information to include, but not limited to the following:
- a. Date file received;

- b. Number of records received;
- c. Number of new accounts;
- d. The number of updated accounts; and
- e. A reject field to confirm a no rejects status for the file

The monthly load statistic report shall be sent via email to Judith Phelan and Gary Fillian or their designees.

C. The Contractor designates the following people as their contacts for this Contract:

<p>Jennifer Destin CBC Innovis, Inc. Telephone: (904) 450-4737 Fax: (877)422-2042 E-mail: Jennifer.Destin@cbcinnovis</p>	<p>or</p>	<p>Patra Harris, Marketing Representative CBC Innovis, Inc. 2 Executive Park Drive Bedford, NH 03110 Telephone: (888) 562-3891 E-mail: Patra.Harris@cbcinnovis.com</p>
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D. The Contractor shall provide a secured Web-based on-line access via CBC Web and provide all maintenance for the web-site.

E. The Contractor shall provide, install and maintain Web-based on-line access, communication and credit bureau reporting software at the following DCSS locations:

- | | |
|--|---|
| <p>1. Laconia District Office
 65 Beacon Street West
 Laconia, NH 03246</p> | <p>2. Conway District Office
 73 Hobbs Street
 Conway, NH 03818-6188</p> |
| <p>3. Keene District Office
 809 Court Street
 Keene, NH 03431</p> | <p>4. Berlin District Office
 650 Main Street – Suite 200
 Berlin, NH 03570</p> |
| <p>5. Littleton District Office
 80 North Littleton Road
 Littleton, NH 03561-3814</p> | <p>6. Southern District Office
 3 Pine Street Extension – Suite Q
 Nashua, NH 03060</p> |
| <p>7. Manchester District Office
 195 McGregor Street, Suite 110
 Manchester, NH 03101</p> | <p>8. Concord District Office
 40 Terrill Park Drive, Unit #1
 Concord, NH 03301</p> |
| <p>9. Seacoast District Office
 50 International Drive
 Portsmouth, NH 03801</p> | <p>10. Rochester District Office
 150 Wakefield Street, Unit #22
 Rochester, NH 03867</p> |
| <p>11. Claremont District Office
 17 Water Street
 Claremont, NH 03743</p> | <p>12. Child Support Interstate Office
 129 Pleasant Street
 Concord, NH 03301</p> |
| <p>13. Child Support Legal Office
 129 Pleasant Street
 Concord, NH 03301</p> | <p>14. Child Support Administrative Office
 129 Pleasant Street
 Concord, NH 03301</p> |

- F. In the event that DCSS moves a District Office to a new location and/or opens a new District Office, the Contractor shall supply communication and credit bureau reporting software and Web maintenance upon request by DCSS.
- G. The Contractor shall provide continuing education and/or training for DCSS staff as requested by DCSS, which will include a training brochure for all DCSS personnel. The CBCInnovis Infile Credit Report Reference Guide detailing and explaining all entries contained in the credit report will be made available to all DCSS personnel at the time of training. An electronic version and hard copy of the Reference Guide will be provided to DCSS offices. Additionally, the Contractor will offer additional and/or refresher training via web training using a GoToMeeting, via the Internet and telephone. Training will be conducted as needed per the award date.
- H. The Contractor shall retain records of all transactions requested in the Contractor's online system for a period of 90 days. These online records are accessible by logging into the Contractor's secure web platform and searching for the specific record needed. Records older than 90 days shall be stored in offline tape storage for seven (7) years. The Contractor shall provide copies to DCSS upon request at no charge. The records shall be available within 5 days of request. Records older than 90 days may be requested by contacting the Contractor's customer support center.
- I. The Contractor shall own all data (information) housed in its database. Data released to DCSS in the performance of official duties shall become the property of DCSS. DCSS shall have the authority to disclose data in the course of performing official duties pursuant to the establishment of child support orders and the collection of child support payments, in compliance with the *Fair Credit Reporting Act*.
- J. Disclosure of financial records by DCSS is governed by NH RSA 161-C:26-a.
- K. DCSS shall notify the Contractor of any policy and/or procedure changes affecting the Credit Reporting Contract fourteen (14) days prior to the implementation of such policy and/or procedure changes.
- L. The Contractor, its officers, agents, employees and any subcontractors, if any, shall treat any and all information, with particular emphasis on information relating to payors and clients, which is obtained by it through its performance under this Contract, as confidential information to the extent required by the laws of the State of New Hampshire and the United States. Individual identifiable information shall not be disclosed without prior written approval of DCSS. The use of information obtained by the Contractor in the performance of its duties under this agreement shall be limited to purposes directly related to the administration of the Contract.
- M. DCSS shall, at all reasonable times, have the right to enter into the Contractor's premises, or such other places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. The Contractor and all subcontractors, if any, must provide assistance and access to all facilities by DCSS representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay or disrupt the work of the Contractor.

III. Definitions

- A. Acceptance Test Plan – A document describing in detail the series of tests and/or training to be provided and including acceptance criteria and a description of how tests shall be performed.
- B. ATLAS – A consumer dispute resolution interface developed by the Contractor.

- C. CBC Web – The Web platform hosted by the Contractor that provides DCSS with access to services.
- D. Conflict of Interest - A situation, circumstance, or financial interest which has the potential to cause a private interest to interfere with the proper exercise of a public duty.
- E. DCSS – The Division of Child Support Services, the State of New Hampshire agency that locates payors, collects and distributes child support money, and operates according to the guidelines of Title IV-D of the Social Security Act.
- F. Deficiency/Deficiencies – A failure of a requirement or deliverable to conform to the requirements, definitions or specifications of the Contract.
- G. Department – The New Hampshire Department of Health and Human Services.
- H. DHHS – The New Hampshire Department of Health and Human Services.
- I. DO – District Office; there are 13 DHHS/DCSS District Offices throughout the State of New Hampshire.
- J. Experian Credit Report – A credit report provided by Experian, a nationwide consumer reporting company.
- K. File Transfer Protocol (FTP) – A standard Internet protocol to exchange files between computers vial the Internet.
- L. High Risk Fraud Report – A report from the Contractor to DCSS to alert DCSS to the possibility of fraud.
- M. IV-D – Title IV-D of the Social Security Act the federal law that provides the mandate and authority for DCSS to provide child support services.
- N. IV-D case – The collection of documents used to compose a child support case file. Also used to describe whether a family composition is IV-D (receives IV-D establishment and enforcement services) or non IV-D (receives only Income Assignment services).
- O. Non IV-D case – A case file or family composition type in which the party receives only Income Assignment services.
- P. NECSES – New England Child Support Enforcement System
- Q. OCSE (Office of Child Support Enforcement) – Office of Child Support Enforcement. Administration for Families and Children, part of the U. S. Department of Health and Human Services.
- R. Payee – Parent/guardian/entity to receive child support.
- S. Payor – Parent to pay child support.
- T. RFP – *Request for Proposals* 12-DCSS-CR-02 issued by the Division of Child Support Services.
- U. Right Party Contact (RPC) – CBCInnovis proprietary LOCATE product.
- V. Social Security Number (SSN) – In the United State, a Social Security number (SSN) is a nine-digit number issued to U.S. Citizens, permanent resident (working) residents under section 205(c)(2) of the

Social Security Act, codified as 42 U.S.C. § 405(c)(2). The number is issued to an individual by the Social Security Administration, an independent agency of the United States government. Its primary purpose is to track individuals for Social Security purposes.

- W. Two Bureau Merged Credit Report – Two credit bureaus combined into one Credit Report by CBCInnovis.
- X. Trade line – Data provided by data furnishers and/or creditors including but not limited to opening date, high balance, monthly payment, last paid date, next due date and payment history.
- Y. TransUnion (TRU) Credit Report – A national consumer reporting agency and Data Furnisher.

EXHIBIT B

Methods and Conditions Precedent to Payment

1. The Contractor understands and agrees that the cost structure, including all unit prices specified in the following Price Schedule, shall be guaranteed for the term of the Contract. The term of the Contract is the date of Governor and Council approval or July 1, 2012, whichever date is later, through June 30, 2015. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the Price Schedule for Contract Deliverables shall be as follows:

Price Schedule

Item Code	Contract Deliverable	Pricing
000170	Regulatory Recovery Per Bureau Fee	\$0.25 per bureau
D03090	Partial Report Location Tool	\$2.50 per bureau
001TRU	Transunion Credit File	\$3.25 Per bureau
001XPN	Experian Credit File	\$3.50 Per bureau
0002XU	Experian/Transunion Merged Report	\$6.50 per borrower, per report
003040	Social Security Number Location tool	\$2.00 per report
00G33	Colorado Disclosure Fee	\$1.00*
	Atlas Dispute Resolution Interface	\$0.75 per unit

* per bureau charge when the current address on the Credit Report is in Colorado.

2. Prices contained in the *Cost Proposal* submitted by the Contractor and dated March 7, 2012 shall be guaranteed for the term of the Contract except that a price change may be negotiated if DCSS requests a change in the *Scope of Services* to be performed.
3. The Contractor shall submit monthly to DCSS an itemized invoice of the charges incurred for the prior month. The itemized invoice shall include, at a minimum, the following information:
 - a. Date of the inquiry;
 - b. Name or Social Security Number accessed;
 - c. Type of report accessed;
 - d. Charge for the inquiry; and
 - e. Charge for "No Record Found" inquiries.
4. Invoices shall be submitted to DCSS not later than thirty (30) days of the end of the month in which the services are performed. Failure to submit monthly invoices to DCSS within thirty (30) days of the end of the month, in which services were performed, without the prior written approval of DCSS, shall cause such invoice or invoices to be disallowed and DCSS shall not be responsible for the payment thereof.
5. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under this Agreement.

6. Invoices shall be sent to Sheila Wright, Management Analyst, Division of Child Support Services, 129 Pleasant Street, Concord, NH 03301.
7. The Contractor has designated Nancy Taylor, Accounts Receivable Specialist, as the Contractor's contact person to resolve questions regarding invoices. She can be reached by telephone at (315) 789-4097, by fax at (315) 789-7225 or by e-mail at Nancy.Taylor@CBC-Companies.com.
8. DCSS has designated Sheila Wright, Management Analyst, as the DCSS contact person to resolve questions regarding invoices. She can be reached by telephone at (603) 223-4814, by fax at (603) 271-7336 or by e-mail at Sheila.Wright@dhhs.state.nh.us.
9. DCSS will notify the Contractor within ten (10) days of any change in the designated person and/or their telephone number. The Contractor shall notify DCSS within ten (10) days of any change in the designated person and/or their telephone number.
10. DCSS will be responsible for monitoring the annual total cost incurred and will notify the Contractor when the total cost has been reached.

EXHIBIT C

Additional Special Provisions

1. The following documents are incorporated by reference:
 - a. *Request for Proposals 12-DCSS-CR-02* dated January 31, 2012.
 - b. The proposal dated March 7, 2012 submitted by the Contractor in response to *Request for Proposals 12-DCSS-CR-02*.
2. In the event of any dispute over the terms, conditions or performance of obligations under this agreement, or any conflicting language between the documents noted above, the order of precedence of documents shall be:
 - a. New Hampshire Standard Contract Terms and Conditions, Form P-37, and its Exhibits A through J;
 - b. The *Request for Proposals 12-DCSS-CR-02* dated January 31, 2012;
 - c. The proposal dated March 7, 2012 submitted by the Contractor in response to *Request for Proposals 12-DCSS-CR-02*
3. The Contractor acknowledges and accepts that DCSS may withhold ten percent (10%) of a monthly payment for services performed under the Contract if, in the sole judgment of DCSS, the Contractor is non-compliant with the terms and conditions of the Contract and/or the Scope of Work, including but not limited to: quality of credit reporting services, quantity of credit reporting services, accuracy of service delivery and processing, timeliness of service delivery and processing, and security requirements. DCSS shall provide the Contractor with a list of specific conditions, services or transactions requiring correction or remediation. All payments withheld by DCSS shall be released upon determination by DCSS that the conditions causing non-compliance have been corrected and remedied to the satisfaction of DCSS.
4. During the period of performance of the Contract, the Contractor shall comply with all physical security requirements that are, or may be, mandated by federal and/or state laws, rules, or regulations. The Contractor shall permit access to its place and/or places of business by agents of the State or federal government for the purpose of ascertaining compliance with all applicable laws, rules, regulations and the conditions of the Contract.
5. All services required by this Contract shall be performed by employees of the Contractor, or by State approved subcontractors. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks. DCSS shall be advised of, and approve in writing, any permanent or temporary changes to or deletions from the Contractor's management, supervisory, and key professional personnel, who directly impact the credit reporting services, at least ten (10) days in advance of such change.
6. DCSS has designated Lori Anderson, Contract Manager, as the DCSS contact person to discuss issues and questions regarding the Scope of Work requirements or changes in the Scope of Work requirements of this contract. She can be reached by telephone at (603) 223-4828, by fax at (603) 271-7336 or by e-mail at Lori.Anderson@dhhs.state.nh.us.
7. The Contract, consisting of this document and all of the documents noted in Exhibit C, shall be construed according to the laws of the State of New Hampshire. Any legal proceeding regarding this Contract shall be brought in State of New Hampshire administrative or judicial forums. Venue will be in Merrimack County, State of New Hampshire.

8. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
9. DCSS reserves the right to conduct quarterly evaluations of the performance of the Contractor during the term of the Contract by methods and procedures DCSS deems appropriate. Any and all deficiencies cited in writing by DCSS shall be corrected by the Contractor to the satisfaction of DCSS within thirty (30) calendar days of notification of said deficiencies.
10. DCSS reserves the right to discontinue all or any part of this contract at any time. DCSS shall give ninety (90) days written notice to the Contractor of such termination. The Contractor shall work with DCSS to provide a smooth wind down period for any and all functions terminated.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

Contractor Initials: DMC
Date: 6/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions 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, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

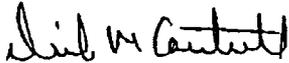
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
- (3) The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 or entering into this transaction imposed by Section 1352, Title 31, 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.



(Contractor Representative Signature)

Dirk M. Cantrell, Treasurer

(Authorized Contractor Representative Name & Title)

CBCInnovis, Inc.

(Contractor Name)

June 22, 2012

(Date)

Contractor Initials: DMC

Date: 6/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Contractor Initials: DMC

Date: 6/22/12

Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: DMC

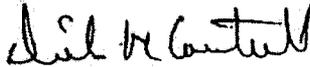
Date: 6/22/12

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



Dirk M. Cantrell, Treasurer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

CBCInnovis, Inc.

June 22, 2012

(Contractor Name)

(Date)

Contractor Initials: DMC

Date: 6/22/12

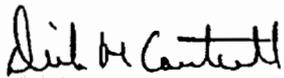
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Dirk M. Cantrell, Treasurer

(Authorized Contractor Representative Name & Title)

CBCInnovis, Inc.

(Contractor Name)

June 22, 2012

(Date)

Contractor Initials: DAC

Date: 6/22/12

NH Department of Health and Human Services

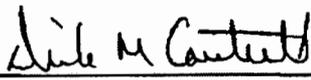
STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



(Contractor Representative Signature)

Dirk M. Cantrell, Treasurer

(Authorized Contractor Representative Name & Title)

CBCInnovis, Inc.

(Contractor Name)

June 22, 2012

(Date)

Contractor Initials: DNC

Date: 6/22/12

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below;
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part I, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

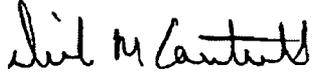
(5) Termination for Cause

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit 1. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit 1, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit 1 or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit 1 are declared severable.
- f. Survival. Provisions in this Exhibit 1 regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH Division of Child Support Services	CBCInnovis, Inc.
_____ The State Agency Name	_____ Name of the Contractor
	
_____ Signature of Authorized Representative	_____ Signature of Authorized Representative
Mary Weatherill	Dirk M. Cantrell
_____ Name of Authorized Representative	_____ Name of Authorized Representative
Director DCSS	Treasurer
_____ Title of Authorized Representative	_____ Title of Authorized Representative
_____ Date	June 22, 2012 _____ Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND
TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

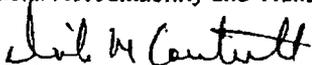
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1) Name of entity
- 2) Amount of award
- 3) Funding agency
- 4) NAICS code for contracts / CFDA program number for grants
- 5) Program source
- 6) Award title descriptive of the purpose of the funding action
- 7) Location of the entity
- 8) Principle place of performance
- 9) Unique identifier of the entity (DUNS #)
- 10) Total compensation and names of the top five executives if:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



Dirk M. Cantrell, Treasurer

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

CBCInnovis, Inc.

June 22, 2012

(Contractor Name)

(Date)

Contractor initials: DMC
Date: 6/22/12
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 08-296-2002

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

Contractor initials: DML
Date: 6/22/12
Page # _____ of Page # _____