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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
DIVISION OF CLIENT SERVICES

Nicholas A. Toumpas
 Commissioner

Mary Ann Cooney
 Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9404 1-800-852-3345 Ext. 9404
 FAX: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

5A

April 3, 2015

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

Requested Action

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to amend an existing agreement with Louis Karno & Company, LLC (Vendor Code 170921-B001), for the provision of professional services to assist in the development and implementation of a comprehensive information and education plan to support knowledge and compliance with the New Hampshire Health Protection by extending the completion date of the agreement from August 31, 2015 to February 29, 2016 with no change to the price limitation of \$913,550, effective upon Governor and Executive Council approval. The original agreement was approved by Governor and Executive Council on May 8, 2014 (Item #31B). 50% Federal Funds and 50% General Funds.

Funds to support this request are available in the following account for State Fiscal Year 2015 and are anticipated to be available in State Fiscal Year 2016, with the authority to adjust amounts without further approval from Governor and Executive Council between state fiscal years if needed and justified.

05-095-047-470010-79370000-500731 HEALTH AND HUMAN SERVICES, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	102-500731	47000106	Contracts for Program Services	\$60,904
2015	102-500731	47000106	Contracts for Program Services	\$730,840
Total:				\$791,744

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD SVCS

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2016	102-500731	45100120	Contracts for Program Services	\$121,806
Total:				\$913,550

Explanation

The purpose of this request is to amend an existing agreement by extending the completion date from August 31, 2015 to February 29, 2016 with no change in the price limitation of \$931,550. Louis Karno & Company, LLC. provides assistance to the Department with the design, development and execution of a comprehensive statewide information and education plan to ensure accurate and comprehensive information concerning the programs, benefits, responsibilities and coverage options established under the New Hampshire Health Protection Act (SB 413, 2014 Laws, Ch. 3), for the new adult population. This extension will provide ongoing education and outreach throughout the entire open enrollment period which ends January 1, 2016.

A statewide information and education plan to support the implementation of the New Hampshire Health Protection Program is essential to achieving the goals of the legislation. The new adult group is comprised of up to 133% of the federal poverty level population many of whom have had no prior contact with Department programs. Transitioning individuals of the new adult group onto Qualified Health Plans, which is the goal of the New Hampshire Health Protection Act, will take a coordinated and comprehensive effort.

The New Hampshire Health Protection program now provides for a substance abuse disorder benefit for the new adult group as an Essential Health Benefit. In order to build awareness of this new benefit, the Contractor will inform the new adult group, providers, and the alcohol and substance use disorder community through a multi-faceted state-wide information and education plan.

Louis Karno & Company, LLC was selected through a competitive bid process. The Request of Proposals was released on the Department of Health and Human Service's web site on April 3, 2014. Two bidders submitted proposals. An evaluation team from the Department of Health and Human Services personnel reviewed and evaluated the proposals based on the evaluation criteria specified in the Request for Proposal. Louis Karno & Company, LLC was chosen based on a proven track record of using sound research and strategic planning.

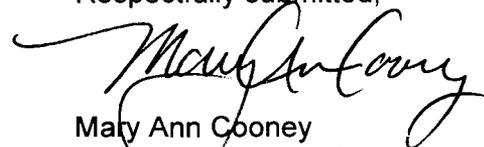
Should the Governor and Executive Council not approve this request, the Department may not complete the multi-faceted state-wide information and education plan intended to help New Hampshire citizens who are at or below one hundred and thirty-three percent (133%) of the federal poverty level, which may adversely affect the citizens of New Hampshire.

Area Served: Statewide

Source: 50% General Funds, 50% Federal Funds

In the even that federal funds become no longer available, general funds will not be requested to support this contract.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
NH Health Protection Program
Education and Outreach Plan Agreement**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the NH Health Protection Plan
Education and Outreach Plan Agreement**

This 1st Amendment to the NH Health Protection Plan Education and Outreach Plan contract (hereinafter referred to as "Amendment #1") dated this, 16th day of March, 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 Louis Karno & Company, LLC (hereinafter referred to as "the Contractor"), a limited liability company with a place of business 31 Warren Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 8, 2014 (item #31B), 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 P-37, General Provisions, Paragraph 18, the State may amend the contract by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to extend the Contract completion date by six (6) months with no change to the price limitation; and

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 amend as follows:

1. Form P-37, General Provisions, Item 1.7, Completion Date, to read:
February 28, 2016
2. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:
(603) 271-9558
3. Delete Exhibit C, Special Provisions, and replace with Exhibit C Amendment #1, Special Provisions.
4. Delete Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G Amendment #1, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



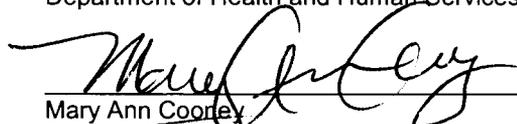
**New Hampshire Department of Health and Human Services
 NH Health Protection Program
 Education and Outreach Plan Agreement**

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,

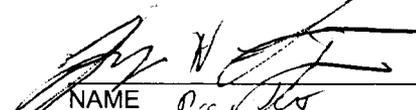
State of New Hampshire
 Department of Health and Human Services

3/31
 Date


 Mary Ann Cooney
 Associate Commissioner

Louis Karno & Company, LLC

3-24-15
 Date

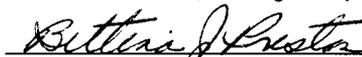

 NAME Jayce H. Sires
 TITLE Director

Acknowledgement:

State of NH, County of MERRIMACK on 3/24/15, 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

BETTINA J. PRESTON, Notary Public
My Commission Expires August 11, 2015


 Name and Title of Notary or Justice of the Peace



New Hampshire Department of Health and Human Services
NH Health Protection Program
Education and Outreach Plan Agreement

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

OFFICE OF THE ATTORNEY GENERAL

4/6/15
Date

[Signature]
Name: Megan A. Kelly
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:



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **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.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

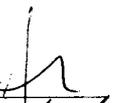
New Hampshire Department of Health and Human Services
Exhibit C Amendment #1



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.


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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Handwritten signature and date: 3/24/15



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis


3/24/15

New Hampshire Department of Health and Human Services
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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**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

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

Contractor Initials

A handwritten signature in black ink, appearing to be "J. [unclear]", written over a horizontal line.

New Hampshire Department of Health and Human Services
Exhibit G



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.

3/24/2015
Date

Contractor Name:

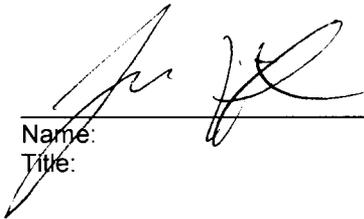

Name:
Title:

Exhibit G

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

Contractor Initials



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 LOUIS KARNO & COMPANY, LLC is a New Hampshire limited liability company formed on October 18, 2002. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, JAYME SIMOES, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of LOUIS KARANNO & COMPANY, LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind LOUIS KARANNO & COMPANY, LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)
3/24/2015
(Date)

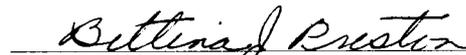
STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 24 day of MARCH 20 15, before me BETTINA J. PRESTON
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared JAYME SIMOES, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace -Signature)

BETTINA J. PRESTON, Notary Public
Commission Expires: My Commission Expires August 11, 2015

JAYME HENRIQUES SIMÕES

C.V.

PROFILE

Jayme Henriques Simões, President, manages client accounts and directs strategy and marketing efforts. He founded the agency in 1999 and has grown it from two clients to more than 50. Simões received the Advertising and Public Relations Award from the New Hampshire Travel Council; is past president of the Public Relations Society of America-Yankee Chapter; and in 2003 was named one of the state's young leaders in the New Hampshire Union Leader's "40 Under Forty" recognition. He has served on several local and statewide nonprofit boards. Simões is a Chicago native, a Boston University graduate, and is fluent in Portuguese and Spanish.

EXPERIENCE

PRESIDENT LOUIS KARNO & COMPANY 1999 TO PRESENT

Oversee and manages one of the most respected public relations firms in the state. In charge of staff, new business development,

OWNER INN AT MAPLEWOOD FARM 1993-1999

Managed and ran an award winning inn in New Hampshire. Elected one of America's favorite inns, and featured in the NY Times and on television.

EDUCATION

Boston University, College of Communications — BS 1989

SKILLS

Crisis Communications, media relations, organizational and behavioral communications. Expert in non-profit and healthcare communications.

ALEX MCINTIRE

An enthused marketing, sales and business operations professional with a diverse background in writing and creative media development. Striving to use versatility, broad experience, and drive to generate results in marketing, public relations and business development.

Experience

Account Executive ▪ Jan. 2014 – Present
Louis Karno & Company ▪ Concord, NH

Guiding clients in their public relation and general communication needs. Effectively promoting clients' messages to their target markets through means of newspapers, magazines and social media. Writing and editing press releases, editorials, and original content for online purposes for a multitude of diverse clients be it political or family entertainment in nature.

Sales and Project Coordinator ▪ Nov. 2011 – Oct. 2013
Cabinets To Go ▪ Manchester, NH

Managed inventory and logistics for 43 cabinet retail stores nationwide, reporting directly to the CEO. Enabled dealer sales force while maintaining brand integrity by spearheading CTG's "Home Base," a company-wide digital asset storage site. Drove new corporate business through wholesale dealer initiatives, while also assisting in the development and execution of advertising campaigns for individual retail locations.

Writer and Newsroom Assistant ▪ Sept. 2009 – Nov. 2013
Concord Monitor ▪ Concord, NH

Brought local sports to the larger community through editing, design and writing contributions for the Concord Monitor. During this time, the publication earned 2009 honors as a Top 10 Daily and Top 10 Sunday sports section in the country, voted on by the AP Sports Editors.

Computer Education/IT Assistant ▪ Nov. 2009 – Nov. 2011
Londonderry School District ▪ Londonderry, NH

Kept students and faculty focused on education by minimizing disruptions from network, hardware, and software issues. Helped ensure these groups realized the benefit from their technology tools by teaching classes with the latest technologies, helping to leverage the use of computers in the classroom.

Athlete Marketing Assistant ▪ 2008
Sports Identity Inc. ▪ South Boston, MA

Skills

- Writing and editing for print and online
- Google Analytics
- Adobe Photoshop, Dreamweaver, InDesign, Premier and Quark
- Wordpress, Wix,
- Social media: Blogging, Facebook, Twitter, LinkedIn Pinterest, etc.
- Microsoft Office Suite
- Website design

Education

Saint Michael's College
May 2008 ▪ BA Journalism and Mass Communications

BRETT ST. CLAIR

C.V.

PROFILE

Brett St. Clair is an accredited public relations practitioner with more than 25 years of experience in the field. He is a member of the Public Relations Society of America, is a past president of the society's Yankee Chapter and past-chair of its Northeast District. He was honored with the chapter's "Good as Granite" award in 2003 and continues to serve as the chapter's accreditation committee chair. He serves on the board of directors of the Concord Family YMCA, and is a past member of the boards of the NH International Trade Association, Jobs for NH's Graduates, the state's tourism promotion program matching grants screening committee (Tourism Joint Promotion Program) and the NH Community College Foundation. He is a New Hampshire native, and grew up in Chester. He lives in Dunbarton with his wife Kristin and is active in the community having co-chaired the Dunbarton Ethics Committee for 8 years and currently is co-chair of the Dunbarton Conservation Commission.

EXPERIENCE

Partner Louis Karno & Company 2005 to Present

Vice President of Marketing and Communications 1995-2005

Director of Marketing & Public Relations NH Job Training Councils 1985-1995

EDUCATION

University of New Hampshire, Bachelor of Arts-English Teaching

SKILLS

Relations management, strategic planning, issues management, crisis communication, employee communication, board development and media relations.

49 Stark Highway, Dunbarton, NH 03046
ADDRESS

603-774-3594
TELEPHONE

BstClair@lkarno.com
EMAIL



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

Nicholas A. Toumpas
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9422 1-800-852-3345 Ext. 9422
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Kathleen A. Dunn
 Associate Commissioner
 Medicaid Director

May 2, 2014

G&C Approved

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

Date 5-8-14
 Item # 31-B

Requested Action

Authorize the Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with Louis Kamo & Company LLC, (VC# 170921-B001) 31 Warren Street, Concord, New Hampshire 03301, to provide professional services to assist in the development and implementation of a comprehensive information and education plan to support knowledge and compliance with the New Hampshire Health Protection Program, in an amount not to exceed \$913,550 effective upon the date of Governor and Executive Council Approval, through August 31, 2015. As described below, assistance in educating providers, beneficiaries, and stakeholders is essential in achieving the goal of providing health coverage to the new adult population and ensuring provider capacity for services that, in turn, will improve health and health outcomes of the beneficiaries and address uncompensated care costs of New Hampshire's providers.

Funds are available in the following accounts in State Fiscal Years 2014 and 2015, and are anticipated to be available in State Fiscal Year 2016 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.

05-095-047-470010-79370000-500731 HEALTH AND HUMAN SVCS, HHS: OFC OF MEDICAID & BUS PLCY, OFF.OF MEDICAID & BUS. POLICY, MEDICAID ADMINISTRATION

State Fiscal Year	Class/Account	Activity Code	Class Title	Amount
2014	102-500731	47000106	Contracts for Program Services	\$60,904
2015	102-500731	47000106	Contracts for Program Services	\$730,840
2016	102-500731	47000106	Contracts for Program Services	\$121,806
			Total	\$913,550

Explanation

The purpose of this agreement is to procure assistance in the design, development and execution of a comprehensive statewide information and education plan that will ensure accurate and comprehensive information concerning the programs, benefits, responsibilities and coverage options

established under the New Hampshire Health Protection Act (SB 413, 2014 Laws, Ch.3), for the new adult population.

The information and education plan will address the broad range of stakeholders affected by the new law, including beneficiaries, providers, employers, insurers, advocacy groups, local governments and the public. Assistance will also be provided to the Department in meeting public notice, stakeholder and public hearing requirements pertaining to regulatory approvals for New Hampshire Health Protection Act programs.

Included in the New Hampshire Health Protection program will be a new substance use disorder benefit for the new adult group that is included as an Essential Health Benefit. The comprehensive information and education plan developed and implemented by the Contractor will also inform the new adult group, providers and the alcohol and substance use disorder community about the new benefit in order to build awareness of this new benefit.

A statewide information and education plan to support the implementation of the New Hampshire Health Protection Program is essential to achieving the goals of the legislation. Unlike the existing Medicaid population, the new adult group comprising those up to 133% of the federal poverty level is not known to the Department. Many have had no prior contact with Department programs. Achieving the goal of the New Hampshire Health Protection Act in maximizing utilization of private employer sponsored insurance, and eventually transitioning the majority of the new adult group onto Qualified Health Plans on the federal marketplace will take a coordinated and comprehensive effort to reach out to those who are eligible.

Specifically the Contractor will work with the Department to develop a multi-faceted state-wide information and education plan for the public introduction of the New Hampshire Health Protection Plan. The major elements of the strategy and plan will include, but are not limited, to the following:

- Understanding by beneficiaries, providers, advocates and the public of legislative requirements of the NHHPA
- Understanding of each phase of implementation of the NHHPA
- Assistance with notice and comment and public stakeholder processes for federal waivers to implement the NHHPA
- Centralizing education, information and outreach
- Keeping providers, stakeholders and the public informed and updated
- Assisting the Department with materials for public education and engagement

The New Hampshire Health Protection Program will use federal funds appropriated by Congress under the Affordable Care Act to help New Hampshire citizens at or below one hundred and thirty three percent (133%) of the federal poverty level – around \$16,000 for an individual – access health insurance.

Louis Karno & Company, LLC was selected to perform the requested services relative to the New Hampshire Health Protection Program through a competitive bid process. The Request for Proposals was released on the Department of Health and Human Service's web site on April 3, 2014. Two bidders' submitted proposals. An evaluation team from the Department of Health and Human

Services personnel reviewed and evaluated the proposals based on the evaluation criteria specified in the Request for Proposal. The Department has detailed specific core activities in the contract from which the effectiveness of the contractor will be measured.

Louis Karno & Company, LLC has a proven track record of using sound research and strategic planning in the effective and efficient design and execution of previous campaigns with the State of New Hampshire. These tested strengths are consistent with the required deliverables outlined in the associated Scope of Services.

Area Served: Statewide

Source: 50% General Funds, 50% Federal Funds

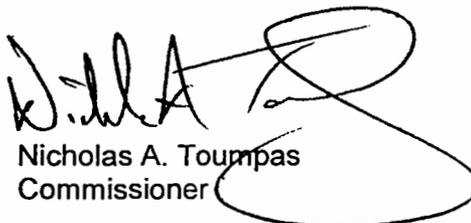
In the event that federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Kathleen A. Dunn, MPH
Associate Commissioner
Medicaid Director

Approved by:



Nicholas A. Toumpas
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

New Hampshire Health Protection
Program Communications Plan

RFP Name

15-DHHS-NHHP-COM-01

RFP Number

Reviewer Names

1. Betsy Hippensteel, Business and Industry
Coordinator

Bidder Name

1. Louis Karno & Company, LLC

2. Navigant Consulting, Inc.

3. 0

4. 0

5. 0

6. 0

7. 0

Pass/Fail	

2. Christine Shannon, Administrator IV

3. Kris Neilsen, Communications Director

4. Carol Sideris, Director of Client Services

5. Mary Ann Cooney, Associate
Commissioner

6. Shanti Venkatesan, Director of Finance

7.

8.

9.

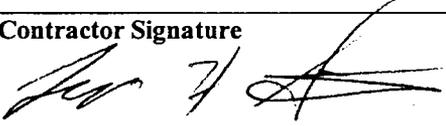
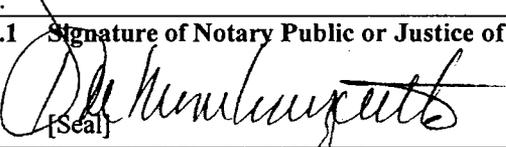
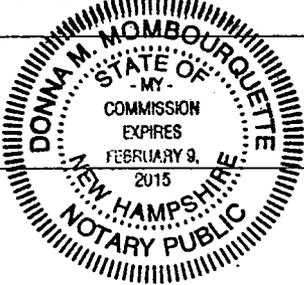
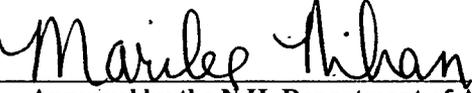
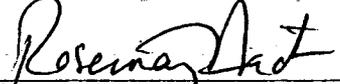
Subject: New Hampshire Health Protection Program Education & Outreach Plan

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Medicaid Business and Policy		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Louis Karno & Company, LLC		1.4 Contractor Address 31 Warren Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-5566 Ext 19	1.6 Account Number 05-095-047-4700010-79370000-500731	1.7 Completion Date August 31, 2015	1.8 Price Limitation \$913,550
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-978-5209	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jayme H. Simoes, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>05/02/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Donna M. Mombourquette, Notary			
1.14 State Agency Signature x 		1.15 Name and Title of State Agency Signatory MARILEE NILSEN DEPUTY COMMISSIONER	
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:  On: <u>5-2-14</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.

Contractor Initials: 
Date: 5-2-14

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.

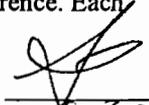
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

Contractor Initials: 
Date: 5-2-14

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

1. Provisions Applicable to all Services

- 1.1. For the purpose of this Contract, any reference to days shall be a reference to calendar days.
- 1.2. The Contractor shall assist the Department in developing a multi-faceted state-wide education and information plan for the public introduction and ongoing communications relative to the New Hampshire Health Protection Plan (NHHPP), which includes the Health Insurance Premium Program (HIPP), Voluntary Bridge to Premium Assistance Program, Premium Assistance Payment (PAP) programs, and the 1115 Medicaid Demonstration Waiver.
- 1.3. All Contract services including, but not limited to, plans, work products, strategies, material development, media communication plans, social network site plans, legislative communication strategies and communications, plans or technical assistance outlined within this Exhibit are subject to Department approval as a condition of acceptance and payment for services.

2. Services to be Provided

- 2.1. The Contractor shall provide management, coordination and reporting services to the Department. Services shall include, but not be limited to:
 - 2.1.1. Project Management. The Contractor shall conduct a kick-off meeting with the Department within seven (7) days of the Contract effective date. The Contractor shall work with the Department to:
 - 2.1.1.1. Identify high-level priorities and agreed upon timelines for deliverables.
 - 2.1.1.2. Reach strategic alignment and agreement on messaging, identification and prioritization of target audiences.
 - 2.1.1.3. Develop an education and information plan
 - 2.1.1.4. Develop a budget for supporting the education and information plan.
 - 2.1.1.5. Communicate with people who are likely eligible and coordination messages with other stakeholders to insure understanding of the NHHPP.
 - 2.1.1.6. Identify approval and vetting processes by and with the Department.
 - 2.1.2: Notwithstanding Section 1.3 of this Exhibit, the Contractor shall obtain Department approval of all plans and subcomponents. The Contractor shall submit written draft plans to the Department for approval during the pre-launch phase of the project no later than five (5) days after the kick-off meeting in Section 2.1.1. Contractor plans shall include:
 - 2.1.2.1. Overall project plan that includes, but is not limited to, preliminary public information forums schedule, possible public meeting locations, agenda and sample presentations and handouts.

[Handwritten Signature]
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Exhibit A

- 2.1.2.2. Communications plan that includes, but is not limited to, sample or first draft outreach and messaging materials for launch; logo and branding and initial materials list and press materials.
- 2.1.2.3. Stakeholder engagement strategy and draft schedule for stakeholder meetings with identification of stakeholders
- 2.1.3. Conducting project status meetings with the Department on a weekly basis, and as necessary per Department request, to provide project support according to the approved work plan in Section 2.1.2. The Contractor shall:
 - 2.1.3.1. Work with Department staff pre and post stakeholder meetings to assist with presentation material.
 - 2.1.3.2. Communicate stakeholder concerns or developing risk points regarding the NHHPP plan to the Department.
 - 2.1.3.3. Track all deliverables, and open issues.
 - 2.1.3.4. Provide minutes of meetings.
 - 2.1.3.5. Document and provide all information obtained from meetings and public information sessions.
 - 2.1.3.6. Advise and make recommendations to the Department on all elements of the Scope of Services.
- 2.2. The Contractor shall provide a communications plan that includes, but is not limited to:
 - 2.2.1. NHHPP Branding.
 - 2.2.2. Message Development. Message development shall include, but not be limited to:
 - 2.2.2.1. Identifying target audiences.
 - 2.2.2.2. Finding and testing the best messages for identified audiences.
 - 2.2.2.3. Assuring that all messages for likely eligible groups are written at or below 9th grade reading levels. Approved photos will represent diverse populations. Message translation shall be provided as needed and directed by the Department.
 - 2.2.2.4. Developing a Message Manual, or similar copy ready communication kits with research tested messages, appropriate levels of detail for reaching the target audience.
 - 2.2.2.5. Using a multi-channel approach to communications and outreach which includes but is not limited to earned media, social media, direct mail, and digital advertising.
 - 2.2.2.6. Evaluating metrics and refining approaches.
 - 2.2.3. Materials Development that include, but are not limited to: brochures, fact sheets and FAQs; educational materials, adaptable templates, and regular updates for stakeholders; and an Eligible Outreach Plan that defines a timeline and budget for identifying, educating and enrolling likely eligibles.
 - 2.2.4. Earned Media, which includes a minimum of four (4) press conferences and events around key milestones as well as planned press conference calls.



Exhibit A

- 2.2.5. Success story promotions that will be used as part of messaging.
- 2.2.6. Social Media, including but not limited to, creation of Facebook and Twitter accounts with regular posting and weekly changing of messages and more often when necessary, or as applicable.
- 2.2.7. Digital Campaign that uses industry standards to identify target populations characteristics such as likely eligibles' age, sex, and demographic information.
- 2.3. The Contractor shall work with the Department to collaborate with stakeholders and the public through regular meetings that include, but are not limited to:
 - 2.3.1. Key Milestone Meetings, which include, but are not limited to briefings around:
 - 2.3.1.1. Launch of open enrollment.
 - 2.3.1.2. Commencement of NHHPP coverage.
 - 2.3.1.3. Transitions of key program components: Premium Assistance Payment (PAP) plan.
 - 2.3.1.4. Marketplace and launch of PAP enrollment.
 - 2.3.1.5. Information on 1115 Medicaid Demonstration Waiver.
 - 2.3.2. Stakeholder Group Meetings, which include but are not limited to, creation and maintenance of meeting calendar (events and coverage), development of materials for each meeting, direct representation with, and as requested, by the Department.
 - 2.3.3. Presentation of the approved communications plan at MCAC; HEAB, Commission on Med Expansion and others as applicable or identified by the Department.
 - 2.3.4. Preparation of key Department staff for public events, press conferences, and joint presentations of materials.
 - 2.3.5. Preparation of Department officials to provide program updates to various committees.
- 2.4. The Contractor shall communicate the rollout of the NHHPP through a minimum of thirteen (13) public information forums, with two (2) additional sessions for the Spanish and Bhutanese speaking communities. Public information forums include, but are not limited to:
 - 2.4.1. Developing a meeting structure and PowerPoint presentation in consultation with Department staff, updating both as necessary.
 - 2.4.2. Preparing meeting presenters.
 - 2.4.3. Arranging for the use of community meeting space to accommodate anticipated attendance at event.
 - 2.4.4. Reaching out to the likely eligible and area stakeholders for thirteen (13) meetings.
 - 2.4.5. Complying with public notice requirements.
 - 2.4.6. Ensuring all meeting locations are handicap accessible and sign language interpreters are available, if needed.



Exhibit A

- 2.4.7. Providing a fact sheet for attendees to take home.
 - 2.4.8. Handling all meeting logistic, including but not limited to, pre-registration, attendee registration day of event, presentation technology (projector, screen and sound) and troubleshooting on-site at each session.
 - 2.4.9. Taking notes during each session to be edited into meeting summaries.
 - 2.4.10. Developing a master FAQ document summarizing stakeholder feedback on new programs and the Department's response to those questions, concerns and suggestions.
- 2.5. The Contractor shall assist the Department in research, preparation of messages, submitting information to defined audience, and otherwise communicating the Department's message regarding NHHPP components, eligibility operations and implementation planning. The Contractor shall:
- 2.5.1. Conduct on-going research throughout the project period, which includes, but is not limited to:
 - 2.5.1.1. Identifying audiences for in-reach and out-reach activities.
 - 2.5.1.2. Monitoring success in outreach efforts measured by enrollment activities and responses to Department enrollment and eligibility departments or contractors.
 - 2.5.2. Conduct in reach and outreach activities that include, but are not limited to:
 - 2.5.2.1. Planning and conducting mailings of developed materials for in reach and outreach to target audience and stakeholders using information and educational materials.
 - 2.5.2.2. Conducting In-Reach Activities by targeting direct mailers announcing enrollment opportunities to DHHS identified client lists previously assessed not eligible Medicaid applicants, and other state program beneficiaries such as NH Employment Security, and other state agencies who may have access to likely eligibles.
 - 2.5.2.3. Conducting Outreach Activities by direct mailings to 40 to 50 thousand identified individuals.
 - 2.5.2.4. Organizing focus groups for materials review and for evaluation surveys of outreach activities and program information. The Contractor shall:
 - 2.5.2.4.1. Identify members of the focus group no later than thirty (30) days from the Contract effective date.
 - 2.5.2.4.2. Conduct focus group tests on materials and messaging.
 - 2.5.2.4.3. Analyze focus group results and report findings to the Department no later than five (5) days from focus group testing.
 - 2.5.3. Develop commercials and direct mailings, as approved by the Department, based on focus group input.
- 2.6. The Contractor shall use project risk points to identify and prepare for potential crises that could occur during the project period. The Contractor shall:


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Exhibit A

- 2.6.2. Monitor scenarios that can be anticipated, including but not limited to:
 - 2.6.2.1. Delay in program implementation.
 - 2.6.2.2. State plan amendment delays.
 - 2.6.2.3. Confusion among stakeholders and beneficiaries.
 - 2.6.2.4. Technology failures, unplanned and emergency.
 - 2.6.2.5. Misinformation from other sources.
- 2.7.2 Provide a crisis communication plan that includes issue anticipation, spokesperson training, statement preparation, rapid response and identification and activation of trusted third-party spokespersons outside of the Department. The Contractor shall:
 - 2.6.2.6. Ensure the written crisis communications plan is in draft form no later than the kick off meeting described in Section 2.1.1.
 - 2.6.2.7. Provide a final written crises communications plan to the Department no later than five (5) days after receiving Department approval.

3. Reporting Requirements

- 3.1. The Contractor shall document compile and provide stakeholder and other public input from identified forums to the Department no later than three (3) days from each meeting or public information session described in Section 2.
- 3.2. The Contractor shall provide a monthly report to the Department specifying:
 - 3.2.2. Work plan goals reached, or if not reached, where the plan is in process.
 - 3.2.3. Delays and obstacles encountered during the previous month.
 - 3.2.4. Work plan to address delays and obstacles encountered that includes strategies and tasks to avoid similar issues in the future.
 - 3.2.5. Updated FAQs developed from public information sessions, stakeholder meetings or other sources.

4. Requirements for Delivery of Services

- 4.1. The Contractor shall provide the Department with an approved detailed work plan no later than fourteen (14) days from the Contract effective date.
- 4.2. The Contractor shall conduct thirteen (13) public information sessions as described in Section 2.4.
- 4.3. The Contractor shall provide a crisis intervention plan to the Department within three (3) days of the receiving Department approval of the work plan.
- 4.4. Meeting summaries in Section 2.6.1.8 shall be available within twenty-four (24) hours from the end of the meeting and sent to the Department, electronically, for publication on the Department's website.
- 4.5. Develop memoranda of understanding as necessary to support contract goals.



Exhibit B

Method and Conditions Precedent to Payment

The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

The following budget lines are established for this Contract:

Project Management: Communication Planning Earned Media and Events Public Input Stakeholder Engagement (\$150/hr)	\$373,350
Branding: Logo Template Documents	\$7,500
Mail Program:	\$275,000
Printed Materials:	\$78,000
Broadcast Media: PSA Production Match & shipping costs	\$12,500
Digital/Web: Digital Campaign/ Website modifications	\$150,000
Research & Translation: Focus groups (2) Translation Services	\$17,200

Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. Invoices shall provide narrative detail sufficient to link invoiced cost to activities/actions undertaken.

Digital/Web services/ advertising will be billed at actual cost plus 15%

Mail Program costs will be billed at actual pass through cost.

The Contractor guarantees that all invoiced amounts are commission free.

The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
Financial Manager- OMBP
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **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.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C – Special Provisions

Contractor Initials 



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew this contract for up to two additional years, subject to the mutual agreement of the Contractor and approval of the Governor and Executive Council.
4. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to the transfer of funds within the budget and within the price limitation can be made by written agreement of both parties and may be made without obtaining approval from the Governor and Executive Council.
5. The Department may adjust encumbrances between State Fiscal Years through the Budget Office, without Governor and Executive Council approval, if needed and justified.



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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. 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;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. 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);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

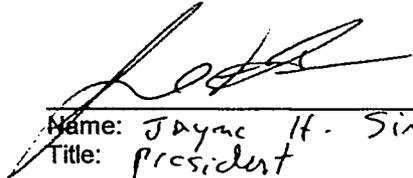
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

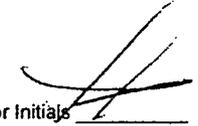
Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5-2-14
Date


Name: Jayne H. Simoes
Title: President

Contractor Initials 
Date 5-2-14



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

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-I.)
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 Name:

5-2-14

Date


Name: James H. Simons
Title: President

Contractor Initials 
Date 5-2-14

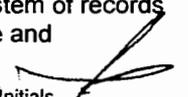


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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 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


Date 5-2-14



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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. 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;
 - 11.3. 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 (l)(b) of this certification; and
 - 11.4. 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.
12. 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).

LOWER TIER COVERED TRANSACTIONS

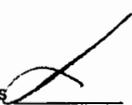
13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. 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).
14. 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.

Contractor Name:

5-2-14

Date


Name: Jay H. Siroc
Title: president

Contractor Initials 

Date 5-2-14



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 Name:

5-2-14
Date


Name: James H. Simons
Title: President

Contractor Initials 
Date 5-2-14



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 Name:

5-2-14
Date

Name: Jayne H. Sinoc
Title: President

Contractor Initials
Date 5-2-14