



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964



N

15

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

March 20, 2015

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a **sole source** renewal option and amend a contract with Alan MacRae, PO #1042492, Vendor #151205-B001, 128 Wildlife Boulevard, Belmont, NH 03220, by increasing the Price Limitation by \$14,000 from \$7,000 to \$21,000 to provide redundant command, leadership and administrative oversight to the New Hampshire Metropolitan Medical Response System – Task Force 1, and extend the Completion Date from July 1, 2015 to June 30, 2017, effective July 1, 2015 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by the Attorney General's Office on January 22, 2015. 100% Federal Funds.

Funds are anticipated to be available in SFY 2016 and SFY 2017 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Total Amount
2015	102-500731	Contracts for Prog Svc	90077700	7,000	0.00	7,000
2016	102-500731	Contracts for Prog Svc	90077700	0.00	7,000	7,000
2017	102-500731	Contracts for Prog Svc	90077700	0.00	7,000	7,000
			Total	\$7,000	\$14,000	\$21,000

EXPLANATION

This request is **sole source** because the grant award specifically allocates these funds for support of activities of the federally-designated Northern New England Metropolitan Medical Response System. The US Department of Homeland Security has awarded all Metropolitan Medical Response System funds nationwide through state governments in order to enhance local coordination, and Alan is the only person who can assist to coordinate and facilitate the NH Metropolitan Medical Response System planning, response and recovery responsibilities due to his assignment as the Deputy Commander of the Metropolitan Medical Response System.

Funds in this agreement will be used to maintain proficiency in community emergency preparedness, disaster response and resiliency by providing leadership skills, medical and response training to increase the advanced field-healthcare capability in NH and surrounding states.

The Metropolitan Medical Response System provides support to the State of NH through the multi-jurisdictional integration of emergency management, and health and medical systems into a coordinated response to mass casualty incidents caused by any hazard; including epidemic disease outbreaks, natural disasters, large-scale hazardous material incidents, chemical, biological, radiological, nuclear or explosive attacks.

This is accomplished through building community resiliency from mass casualty response at the local/regional level by linking first responders, medical treatment resources, public health, emergency management, volunteer organizations, the private sector, and other local elements, to work together to develop the capability to reduce the mortality and morbidity which would result from natural and human-made events.

The Metropolitan Medical Response System (MMRS) is a stand-alone, advanced, first response medical strike team that was deployed to assist with first responder health needs during the 2010 Mount Major fire; provide the sole medical support to the town of Rochester, VT during the 2011 Hurricane Irene event; and provide blood screening capability at the Hepatitis C and A Clinics held throughout the state in 2011/2012. Municipalities and hospitals are requesting Metropolitan Medical Response System assistance more often due to their ability to provide a stand-alone pre-hospital setting that facilitates timely health care to the affected communities.

Should Governor and Executive Council not authorize this Request, the state's ability to manage medical surge, mass prophylaxis, isolation and quarantine, triage and pre-hospital treatment, mass care and sheltering of at-risk and vulnerable populations and fatality management would be significantly impacted.

As referenced in the original letter approved by the Attorney General's Office on January 22, 2015, and in the Exhibit C of the Contract, this Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

Through February 28, 2015, the Contractor has successfully met the performance measures of the original contract. The Deputy Commander shall continue to assist the Commander to ensure the following performance measures are met in order to measure the effectiveness of the agreement:

- Respond to emergency events within 24 hours after notification, unless a specific time frame is given;
- Provide the roster of volunteer MMRS team members available to respond to emergency deployment requests within 24 hours after notification, unless a specific time frame is given;
- Within three (3) days after demobilization, begin process to procure new supplies and all response equipment is checked, cleaned or replaced;
- Conduct a minimum of 10 Emergency Response training events for team members and local municipality medical response teams annually;
- 90% of attendees will rate the training sessions as "excellent" or "very good" in an evaluation survey; and
- Recruit for new members and maintain 85% retention rate of response team membership and participation.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
NH Metropolitan Medical Response System Services**

This 1st Amendment to the Alan MacRae, contract (hereinafter referred to as "Amendment One") dated this 12th 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 Alan MacRae, (hereinafter referred to as "the Contractor"), an individual with a place of business at 128 Wildlife Boulevard, Belmont, NH 03220.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Attorney General's Office on January 22, 2015, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services, 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:

1. Change the completion date in the P-37, Block 1.7, of the General Provisions to read:

June 30, 2017

2. Change the price limitation in P-37, Block 1.8, of the General Provisions, to read:

\$21,000

3. Amend Exhibit B to add to paragraph 1:

b) The contract shall increase by \$7,000 for SFY 2016 and \$7,000 for SFY 2017, for a total increase of \$14,000.

c) Funding is available as follows:

- \$14,000 = 100% federal funds from the US Department of Health and Human Services, Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response, CFDA #93.074, Federal Award Identification Number (FAIN) U90TP000535. Account # 05-95-90-902510-2239-102-500731.


3/19/15



New Hampshire Department of Health and Human Services

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

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

State of New Hampshire
Department of Health and Human Services

3/27/15
Date

[Signature]
Brook Dupee
Bureau Chief

Alan MacRae

3/19/15
Date

[Signature]
Name: Alan MacRae
Title: Deputy Commander

Acknowledgement:

State of NH, County of Merrimack on 3/19/15^{mjt}, 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]
Signature of Notary Public or Justice of the Peace

Mary J. Thayer
Name and Title of ~~Notary~~ Justice of the Peace

My Commission Expires: 10/26/16

Contractor Initials: [Signature]
Date: 3/19/15



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

Name: Megan A. Y. [unclear]
Title: Attorney General

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:



THE CONCORD GROUP INSURANCE COMPANIES

Concord General Mutual Insurance Company, 4 Bouton Street, Concord, NH 03301-5006

ANNIVERSARY RENEWAL DECLARATIONS

Refer billing, policy or coverage questions to:

Cross Insurance - Laconia
155 Court St
Laconia, NH 03246
(603) 524-2425

Named Insured and Address:

Alan Macrae
[REDACTED]
128 Wildlife Blvd
Belmont, NH 03220-3908

Online Access #: 0103773

1034842 - 5 28-463

THIS IS NOT A BILL. Your bill will be sent separately.

This Anniversary Renewal Declarations reflects your renewal coverages, rating information and premiums. Any changes in your rating information, such as driving record history, driver's age or credits, are reflected herein.

The enclosed policy form(s) becomes part of your policy effective this renewal and should be attached to your policy. Read the form(s) and the explanatory notice carefully.

Please contact your agent with any questions or corrections.

A Valued Customer Since 2008

Policy Number	Policy Type	Policy Period	Effective Date	Payment Plan
1034842 - 5	Personal Automobile	03/23/2015 TO 03/23/2016 12:01 AM Standard Time	03/23/2015	Monthly

POLICY PREMIUM SUMMARY

Veh	Veh Year	Make/Model	Vehicle ID #	Vehicle Kept in	Annual Premium
1	2007	THULE TRAILER TRAILER	[REDACTED]	Belmont, NH	\$72.00
2	2006	VOLVO XC90	[REDACTED]	Belmont, NH	\$418.00
3	2010	VOLVO XC90 3 2 AWD	[REDACTED]	Belmont, NH	\$490.00

TOTAL VEHICLE PREMIUM	\$980.00
ANNUAL POLICY PREMIUM	\$980.00

DRIVERS

#	Name of Driver	Date of Birth	License #	State of License
1	Alan Macrae	04/08/1955	04MEA55081	NH
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

YOUR CREDITS, DISCOUNTS, and RATING BENEFITS

Credits/Discounts/Rating/Benefits	Detail	Applies to Vehicle	Credits/Discounts/Rating/Benefits	Detail	Applies to Vehicle
Account Credit 0299971	15%	1,2,3	Anti-Lock Braking System 4 Wheel standard	Applied	2,3
Safe Driver Incentive Plan NH	20%	2,3	Policy in Effect for 7 years	Applied	1,2,3
Multi-Car Discount	Applied	2,3	Accident Waiver Benefit	Included	2,3
Anti-theft device Passive	Applied	2	Longevity	Applied	1,2,3
Restraint Discount Both	Applied	2,3			

VEHICLES and USAGE

Veh	Veh yr.	Make/Model	Primary Driver	Vehicle Use	One-way Miles	Sym	Terr	Class/Code
1	2007	THULE TRAILER TRAILER	N/A	Pleasure	0	0	4227	941000
2	2006	VOLVO XC90	2	Pleasure	0	13	4227	885120
3	2010	VOLVO XC90 3 2 AWD	1	Work	5	14	4227	885220

COVERAGES

ANNUAL PREMIUMS

Coverage applies when a premium is shown					Veh 1	Veh 2	Veh 3	Veh 4
Bodily Injury	Each Person/Each Occurrence	\$100,000/300,000			N/A	88	88	
Property Damage	Each Occurrence	\$100,000			N/A	85	85	
Medical Payments	Each Person	\$5,000			N/A	20	20	
Uninsured / Underinsured Motorist	Each Person/Each Occurrence	\$100,000/300,000			N/A	23	23	
	Veh 1	Veh 2	Veh 3	Veh 4				
Other Than Collision	Full Ded. Up to \$6000	\$100 Ded.	\$100 Ded.		29	38	60	
Collision	\$50 Ded. Up to \$6000	\$500 Ded.	\$500 Ded.		43	131	181	
Transportation Expense	N/A	Daily/Max \$50/1500	Daily/Max \$50/1500		N/A	25	25	
Towing and Labor	N/A	\$75 each occurrence	\$75 each occurrence		N/A	8	8	
Personal Auto Coverage Enhancements (PACE)	See form CI 0086 for special coverage and enhancements				N/A	Incl	Incl	
Total Premium for Each Vehicle					72	418	490	

TOTAL VEHICLE PREMIUM \$980.00

DRIVING RECORD HISTORY

Driver	Date	Accidents/Convictions	Points per driver
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LOSS PAYEE or ADDITIONAL INTEREST

Name	Interest	Veh.#	Year/Make/Model
[REDACTED]			

POLICY FORMS

Form	Edition	Name
CI0022	10-98	PAPA - Personal Auto Policy Amendments
CI0028	02-06	Uninsured Motorists Coverage - NH
PP0001	06-94	Personal Auto Policy
PP0301	08-86	Government Employee Endorsement
PP0303	04-86	Towing And Labor
PP0308	06-94	Coverage For Damage To Your Auto
PP0309	04-86	Split Liability Limits
PP0319	08-86	Additional Insured Lessor
PP0401	04-86	Split Uninsured Motorist
PP1301	12-99	Coverage For Damage To Your Auto Exclusion
PP1333	02-08	Loss Payee Clause - New Hampshire
CI0031	01-11	Amendment of Policy Provisions - NH
CI0036	09-11	Personal Auto Coverage Enhancements (PACE)

Concord General Mutual Insurance Company

MUTUALS - MEMBERSHIP AND VOTING NOTICE: The insured is notified that by virtue of this policy, the policyholder is a member of the Concord General Mutual Insurance Company of Concord, New Hampshire, and is entitled to vote, in person or by proxy, at any annual or special meetings of said Company. The Annual Meetings of the Company are held in the State of New Hampshire on the fourth Monday in March, in each year, at 10:00 o'clock A.M. Notice of said Annual Meeting will be given by one publication in any newspaper published in Concord, County of Merrimack, State of New Hampshire, no fewer than ten (10) nor more than sixty (60) days prior to the date of said meeting.

Alan L. MacRae
128 Wildlife Boulevard
Belmont, New Hampshire 03220



Summary of Qualifications

Over five years experience with MMRS New Hampshire Medical Task Force One, a multi-level advanced health care response team specializing in emergent mass casualty and large event situations. Appointed Deputy Commander in March of 2010.

Thirteen years experience in law enforcement at local and state levels.

Extensive, current, training in large event/MCI incident response and management.

Extensive experience in RF, telecommunications & computer technology.

Strong team player with excellent communications and team building skills.

Relevant Experience

Deputy Commander, MMRS NH Medical Task Force One

Second in command of team of approximately fifty volunteers representing all levels of medical personnel including MDs, PAs, RNs, Pharmacists, Paramedics, Intermediate and Basic EMTs and non-medical support personnel in logistics, communications and administration.

Increased team member participation through a variety of team building initiatives.

Able to respond diplomatically and decisively to resolve issues arising in emergent and non-emergent, large scale events involving the team's personnel and outside agencies.

Demonstrated ability to establish rapport/liaison with local officials to allow team to integrate within a unified command structure along with the ability to recognize and mitigate safety and security hazards to the team to ensure a safe, secure environment for the team's personnel and base of operations.

Law enforcement

Served as uniformed police officer for the Town of Gilford, NH, police department with attendant, typical law enforcement duties including patrol, security monitoring of business within the community, educating the public on safety and security issues, traffic and criminal law enforcement.

Served as an investigator/accident reconstructionist for the New Hampshire Department of Safety. Responsibilities involved the investigation and cause analysis of motor vehicle fatalities within the State. Worked hand in hand with local public safety officials at major accident scenes in every corner of the State.

Served as adjunct instructor at NH Police Academy.

Five years of service on a regional tactical team as medic, technical specialist, trained crisis negotiator. Experienced in high risk warrant execution, hostage situations, clandestine drug lab raids. Certified TASER instructor.

Work history

March 2010-present	Deputy Commander	MMRS NH Medical Task Force One
August 2008 - 2010	EMT/PIO	MMRS NH Medical Task Force One
June 2000 - present	Photographer	Self-employed

Education

1973-1975	Plymouth State University	Business Administration
1992-1994	Northeastern University	Electronics and Communications Engineering
Jan 2013	New Mexico Tech – EMRTC	Prevention of and Response to Suicide Bombing Incidents - Instructor Certification
Sept 2012	Office of State Medical Examiner - DMORT	Characteristics of a Mass Fatality Incident. Incident Management, Planning, Incident Operations, Morgue Operations, Family Assistance Center, Resources

Aug 2012	New Mexico Tech – EMRTC	Incident Response to Terrorist Bombing Incidents - Instructor Certification
Jul 2012	Texas Engineering Extension Service	Incident Management / Unified Command for Complex and Expanding Incidents (ICS-300)
Jul 2012	Texas Engineering Extension Service	Advanced Incident Management – Unified Command (ICS-400)
Mar 2012	Texas Engineering Extension Service	Incident Management Planning for Sports/Special Events
Apr 2011	NH Department of Safety – Division of Fire Standards and Training & EMS	PER 233/MGT 348 Medical Preparedness & Response to Bombing Incidents
Oct 2009	FEMA – Emergency Management Institute	ICS – 100
Oct 2009	FEMA – Emergency Management Institute	ICS – 200
Oct 2009	FEMA – Emergency Management Institute	ICS – 700
Oct 2009	FEMA – Emergency Management Institute	ICS – 800
Mar 2009	NH Department of Safety – Division of Fire Standards and Training & EMS	Public Information Officer Training

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

AG Approved 1/22/15

January 9, 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, Division of Public Health Services, to enter into a **sole source** agreement with Alan MacRae, Vendor #151205-B001, 128 Wildlife Boulevard, Belmont, NH 03220, in an amount not to exceed \$7,000, to provide redundant command, leadership and administrative oversight to the New Hampshire Metropolitan Medical Response System – Task Force 1, to be effective the date of New Hampshire Department of Justice approval through June 30, 2015. Funds are available in the following accounts for SFY 2015. 100% Federal Funds.

05-95-90-902510-2239 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, HOSPITAL PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	102-500731	Contracts for Prog Svc	90077700	\$7,000
			Total	\$7,000

EXPLANATION

This request is **sole source** because the grant award specifically allocates these funds for support of activities of the federally-designated Northern New England Metropolitan Medical Response System. The US Department of Homeland Security has awarded all Metropolitan Medical Response System funds nationwide through state governments in order to enhance local coordination, and Alan is the only person who can assist to coordinate and facilitate the NH Metropolitan Medical Response System planning, response and recovery responsibilities due to his assignment as the Deputy Commander of the Metropolitan Medical Response System.

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Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 9, 2015
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outbreaks, natural disasters, large-scale hazardous material incidents, chemical, biological, radiological, nuclear or explosive attacks.

This is accomplished through building community resiliency from mass casualty response at the local/regional level by linking first responders, medical treatment resources, public health, emergency management, volunteer organizations, the private sector, and other local elements, to work together to develop the capability to reduce the mortality and morbidity which would result from natural and human-made events.

The Metropolitan Medical Response System (MMRS) is a stand-alone, advanced, first response medical strike team that was deployed to assist with first responder health needs during the 2010 Mount Major fire; provide the sole medical support to the town of Rochester, VT during the 2011 Hurricane Irene event; and provide blood screening capability at the Hepatitis C and A Clinics held throughout the state in 2011/2012. Municipalities and hospitals are requesting Metropolitan Medical Response System assistance more often due to their ability to provide a stand-alone pre-hospital setting that facilitates timely health care to the affected communities.

Should Governor and Executive Council not authorize this Request, the state's ability to manage medical surge, mass prophylaxis, isolation and quarantine, triage and pre-hospital treatment, mass care and sheltering of at-risk and vulnerable populations and fatality management would be significantly impacted.

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The Deputy Commander shall assist the Commander to ensure the following performance measures are met in order to measure the effectiveness of the agreement:

- Respond to emergency events within 24 hours after notification, unless a specific time frame is given;
- Provide the roster of volunteer MMRS team members available to respond to emergency deployment requests within 24 hours after notification, unless a specific time frame is given;
- Within three (3) days after demobilization, begin process to procure new supplies and all response equipment is checked, cleaned or replaced;
- Conduct a minimum of 10 Emergency Response training events for team members and local municipality medical response teams annually;
- 90% of attendees will rate the training sessions as "excellent" or "very good" in an evaluation survey; and
- Recruit for new members and maintain 85% retention rate of response team membership and participation.

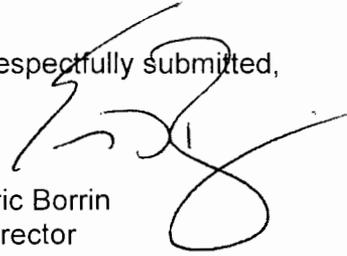
Area served: Statewide.

Source of Funds: 100% Federal Funds from the Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
January 9, 2015
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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Eric Borrin', with a large, stylized flourish extending from the end of the signature.

Eric Borrin
Director
Bureau of Contracts and Procurement

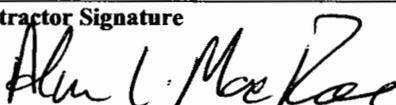
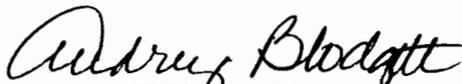
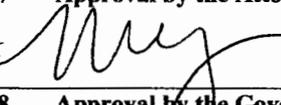
Subject: MMRS Deputy Commander

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Alan MacRae		1.4 Contractor Address 128 Wildlife Boulevard Belmont, NH 03220	
1.5 Contractor Phone Number 603-387-0001 603-267-7777	1.6 Account Number 05-95-90-902510-2239-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$7,000
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Alan MacRae, Deputy Commander	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/16/15</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] 		AUDREY BLODGETT JUSTICE OF THE PEACE NOTARY PUBLIC COMM. EXPIRES 12/11/2012 <u>1/2018</u>	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: <u>4-7-15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Yapple Attorney On: <u>1/22/15</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:

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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

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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.

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Exhibit A

SCOPE OF SERVICES

1. Required Services

1.1. Activities

The Contractor shall:

1.1.1. As the New Hampshire Metropolitan Medical Response System (MMRS) Deputy Commander, maintain proficiency in emergency preparedness and disaster response to assist the New Hampshire MMRS Commander to plan, develop and implement the training needs of the MMRS Team to increase the delivery capability of advanced field health care in NH and surrounding states, and will

1.1.1.1. Work collaboratively with the MMRS Commander;

1.1.1.2. Assume the role of the MMRS Commander in his/her absence;

1.1.1.3. Adhere to the MMRS Commander's protocol in order to ensure strong interpersonal skills conducive to deployments and learning environments for MMRS, Community Emergency Response Team (CERT), Medical Reserve Corp (MRC), and other existing medical response organizations.

1.1.2. Assist the MMRS Commander to coordinate Emergency Response to events that occur without warning that require an immediate response:

1.1.2.1. Determine the basic equipment and supplies needed during a response and ensure they are pre-staged on response vehicle;

1.1.2.2. Add incident specific equipment and supplies just prior to deployment;

1.1.2.3. Assess the dimensions, weight and quantity of medical equipment/supplies to be transported with team during response events to ensure proper delivery techniques are utilized;

1.1.2.4. If in the absence of the MMRS Commander, notification of request for deployment is received, recall the team and alert the Department of Health and Human Services (DHHS) - Emergency Services Unit (ESU).

1.1.2.5. In coordination with the MMRS Commander, ensure team members are medically cleared and properly trained to deploy;

1.1.2.6. Ensure team's health and safety during deployment;

1.1.2.7. In consultation with the MMRS Commander, mitigate gaps identified in After Action Reporting.

1.1.3. In coordination with the MMRS Commander, maintain ongoing communications with the DHHS – ESU during emergent/non-emergent deployments and document activities of MMRS Task Force during operational phase.

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Exhibit A

- 1.1.4. Assist the MMRS Commander to organize, coordinate and/or conduct training to Emergency Response team members and other community medical response teams, and in conjunction with the MMRS Commander, assists to:
 - 1.1.4.1. Supervise team members;
 - 1.1.4.2. Hold team meetings/trainings, on a regular basis (minimum quarterly);
 - 1.1.4.3. Maintain an accurate and up-to-date team roster;
 - 1.1.4.4. Periodically exercise the recall capability of the team;
 - 1.1.4.5. Track in-kind hours for grant reports.
- 1.1.5. Assist the MMRS Commander to maintain asset integrity by proper storage, security, inventory management and reports through the Integrated Resource Management System (IRMS) available through DHHS – ESU, and
 - 1.1.5.1. Replenish team supplies following a deployment;
 - 1.1.5.2. Continuously monitor equipment/supply needs of the Task Force to enhance advanced medical support capabilities throughout NH and surrounding states.
- 1.1.6. Assist the MMRS Commander to maintain inventory/assets compared to IRMS document for accuracy.
 - 1.1.6.1. Ensures new items are entered into IRMS on an ongoing basis;
 - 1.1.6.2. Ensures reconciliation of inventory is accomplished at interim intervals based on deployments and/or expiring material.
- 1.1.7. Attend after action reporting meetings to assist the MMRS Commander to identify the unique needs driven by emergency response requirements of natural disaster, flood, fire, hurricane or man-made disasters.
- 1.1.8. In coordination with the MMRS Commander, review plans and procedures, in addition to, pre-staged equipment/supplies to ensure gaps identified in the Incident Response - After Action Reports have been addressed as appropriate.
- 1.1.9. In review with the MMRS Commander, respond to training attendee survey comments to improve quantity, quality and availability of advanced medical training.

2. Performance Measures

- 2.1. The Deputy Commander shall assist the MMRS Commander to ensure that following performance measures are annually achieved:
 - 2.1.1. Respond to emergency events within 24 hours after notification, unless a specific time frame is given;

Exhibit A – Scope of Services

Contractor Initials

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Date

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Exhibit A

- 2.1.2. Provide the DHHS-ESU, the roster of volunteer MMRS team members available to respond during an emergency deployment within 24 hours after notification of need, unless specific time frame given;
 - 2.1.3. Within 3 days after demobilization, the process to resupply cache is started and all response equipment is checked, cleaned and/or replaced;
 - 2.1.4. Conduct a minimum of 10 Emergency Response training events annually;
 - 2.1.5. 90% of training attendees will rate the monthly training sessions on medical and emergency response procedures, equipment operations and maintenance, and emergency management policies and procedures as "excellent" or "very good" in an evaluation survey;
 - 2.1.6. Maintain 85% retention rate of Response Team membership/participation.
- 2.2. The Deputy Commander shall develop, in coordination with the Commander, and submit to the NH DHHS-ESU, a corrective action plan for any performance measure that was not achieved.

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Exhibit B

Method and Conditions Precedent to Payment

1) Funding Sources:

- a. \$7,000 = 100% federal funds from the 100% federal funds from the Centers for Disease Control and Prevention, Coordinating Office for Terrorism and Emergency Response, CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535, SFY 2015., CFDA #93.074, Federal Award Identification Number (FAIN), U90TP000535, SFY 2015.
\$7,000 Total

2) 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.

a. Payment for said services shall be made as follows:

The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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 final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.

b. The invoice must be submitted to:

Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us

3) This is a cost-reimbursement contract based on approved activities for the contract period. Reimbursement shall be made monthly based at \$50.00 per hour for hours worked during the previous month, not to exceed \$7,000 for the contract term.

4) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their activities related to DHHS-funded activities and hours worked and shall submit with monthly invoices.

5) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.

Exhibit B – Methods and Conditions Precedent to Payment_Contractor Initials

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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;


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- 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. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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



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

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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.

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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. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance
Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 Automobile general liability insurance against claims of bodily injury in amounts of not less than \$100,000 per person and \$300,000 per occurrence, and property damage in amounts of \$100,000 each occurrence.

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