

MTA 33



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER
BUREAU OF HUMAN RESOURCE MANAGEMENT

Nicholas A. Toumpas
Commissioner

Mark Bussiere
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-5843 1-800-852-3345 Ext. 5843
Fax: 603-271-4810 TDD Access: 1-800-735-2964

September 12, 2013

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

SOLE SOURCE
37% Federal funds
63% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to amend a **sole source** agreement (Purchase Order #1005826) with John Gfroerer, d/b/a Accompany (Vendor #163932), 44 South Main Street, Concord, New Hampshire 03301, to produce a web-based video outlining the mission and functions of the Department of Health and Human Services by increasing the price limitation by \$5,355 from \$17,905 to an amount not to exceed \$23,260, and extending the completion date by six months from December 31, 2013, to June 30, 2014, effective October 16, 2013 or date of Governor and Council approval, whichever is later.

Funds to support this request are available in the following accounts in SFY 2014 upon the availability and continued appropriation of the funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-95-953010-56770000-066-500556 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, BUREAU OF HUMAN RESOURCES

| State Fiscal Year | <u>Class/Account</u> | <u>Class Title</u> | <u>Amount</u> |
|-------------------|----------------------|--------------------|---------------|
| 2014 | 066-500556 | Employee Training | \$5,355.00 |
| | | Total | \$5,355.00 |

EXPLANATION

The purpose of this Request is to amend a **sole source** agreement with John Gfroerer, d/b/a Accompany to produce one additional five- to seven-minute web-based video that illustrates and outlines the mission of the Department of Health and Human Services. Accompany successfully produced three Realistic Job Preview videos for the Department for high turn over positions as part of a competitive bid award. Accompany is updating those videos and completing two additional videos as

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

September 12, 2013

Page 2

part of the contract approved by Governor and Executive Council on June 19, 2013 (Item #75). The Department seeks to engage this contractor on the basis that production costs are reduced because the contractor possesses significant quantities of footage that can be used for this video and the contractor is the producer of the previous Realistic Job Preview videos consistently delivering a high quality product.

As part of a workforce development plan, the Department seeks to produce a video regarding the mission and functions of the Department in order to educate all prospective job applicants, new employees and the general public as well as any other interested parties. The video would describe the overall mission of the Department and its main function areas of: Medicaid, Human Services and Public Health as well as explain how each area contributes to the mission of the Department.

The video will build on the Department's recruitment and retention strategy and its larger workforce development and public outreach initiatives. The video will be used for multiple job recruitment activities, including new employee orientation, new employee training, and educating a graduating workforce within our colleges and universities. In regards to workforce development, the video will provide current employees with a broad perspective of career opportunities within the Department.

The Department has historically been challenged by persistent and high levels of staff turnover with several of its direct care positions. Impacts of this level of turnover are far ranging and include increased training and supervisory costs, decreased worker productivity, increased employee stress, decreased employee job satisfaction and morale, and diminished client service and outcomes. The ripple effects of the constant churning of front-line staff on the remaining employees are difficult to quantify, but are undeniable. The following are links to the previously produced Realistic Job Preview videos:

Introduction

http://www.dhhs.nh.gov/media/av/realisticjobpreview_intro.htm

Child Protective Social Worker

http://www.dhhs.nh.gov/media/av/realisticjobpreview_cpsw.htm

Family Services Specialist

http://www.dhhs.nh.gov/media/av/realisticjobpreview_fss.htm

Adult Protective Social Worker

http://www.dhhs.nh.gov/media/av/realisticjobpreview_apsw.htm

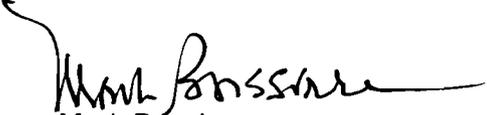
Area Served: Statewide.

Source of Funds: 37% Federal Funds and 63% General Funds.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 12, 2013
Page 3

Respectfully submitted,


Mark Bussiere
Director, Human Resources

Approved by: 
Nicholas A. Toumpas
Commissioner

New Hampshire Department of Health and Human Services- Contract for Production of Realistic Job Preview Videos



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Contract for Production of Realistic Job Preview Videos**

This 1st Amendment to the Production of Realistic Job Preview Videos contract (hereinafter referred to as "Amendment 1") dated this 10th day September of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and John Gfroerer, d/b/a Accompany (hereinafter referred to as "the Contractor"), a sole proprietor with a place of business at 44 South Main Street, Concord, New Hampshire 03301; and

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2013, Item #75, 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, amend the contract by written agreement of the parties only after approval of such amendment by the Governor and Executive Council;

WHEREAS the State and Contractor agree that a six-month extension of the contract and the production of an additional video is agreeable to the parties;

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, Item 1.7, Completion Date, shall be amended to read "June 30, 2014";
2. Form P-37, Item 1.8, Price Limitation, shall be amended to read "\$23,260";
3. Exhibit A, Scope of Services shall be amended to read "through June 30, 2014";
4. Exhibit A, Section IV shall be amended to add "The contractor shall produce separate video footage of not more than 10 minutes in length that outlines the mission and functions of the Department of Health and Human Services including but limited to Medicaid, Public Health and Human Services;
5. Exhibit B, Contract Period, shall be amended to read "July 1, 2013-June 30, 2014"
6. Exhibit B, Section I-A, shall be amended to read "...a maximum total payment of \$23,260 according to the deliverables tables identified as TABLE I and TABLE II."

J. H.
9-16-13

New Hampshire Department of Health and Human Services- Contract for Production of Realistic Job Preview Videos



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

OFFICE OF THE ATTORNEY GENERAL

19 Sept. 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
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:

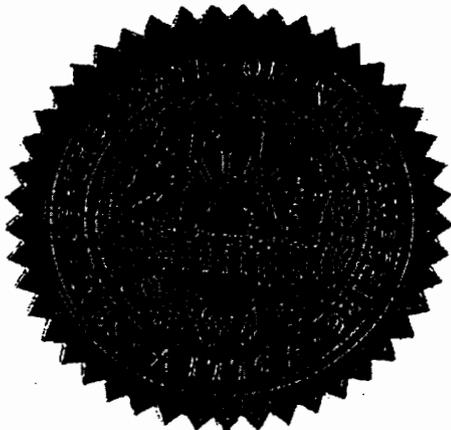
Contractor Initials AJ

Date 9-16-13

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 ACCOMPANY is a New Hampshire trade name registered on September 21, 1995 and that John Gfroerer presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

Client#: 62943

GFRJO

ACORD_{TM}

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260 | CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED John Gfroerer DBA Accompany Video 44 South Main Street Concord, NH 03301 | INSURER A: Hanover Insurance | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR INSR | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|-----------|---------------|-------------------------|-------------------------|---|-------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | OBV948480802 | 03/14/2013 | 03/14/2014 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | WC STATUTORY LIMITS | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 State of NH DHHS is included as Additional Insured when required by written contract.

| | |
|---|---|
| CERTIFICATE HOLDER State of NH, Dept of Health and Human Services 129 Pleasant St Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

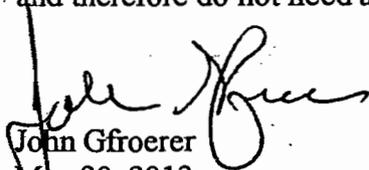
Accompany

Video Production

44 South Main Street
Concord, New Hampshire 03301
603-226-3130
www.AccompanyVideo.com

To Whom It May Concern,

Accompany is a sole Proprietorship, owned by John Gfroerer. We have no employees, and therefore do not need a Workers Compensation policy.


John Gfroerer
May 20, 2013

Maulyn D Doe
state of NH, County of Merrimack
20th day of May 2013
my commission expires: 5.9-17



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

BUREAU OF HUMAN RESOURCE MANAGEMENT

Nicholas A. Toumpas
 Commissioner

Mark Bussiere
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-5843 1-800-852-3345 Ext. 5843
 Fax: 603-271-4810 TDD Access: 1-800-735-2964

May 22, 2013

G&C Approved

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

Date 6/19/13
 Item # 75

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to enter into a **sole source** agreement (Purchase Order #1005826) with John Gfroerer, d/b/a Accompany (Vendor #163932), 44 South Main Street, Concord, New Hampshire 03301 in an amount not to exceed \$17,905, to produce two 25-30 minute web-based Realistic Job Preview videos illustrating the role and responsibilities of the state classified positions known as Mental Health Worker and Youth Counselor, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through December 31, 2013.

Funds to support this request are anticipated to be available in the following accounts in SFY 2014 upon the availability and continued appropriation of the funds in future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-42-421410-79070000-102-500732-42140703 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HUMAN SERVICES, JUVENILE JUSTICE SERVICES, JAIBG

| State Fiscal Year | <u>Class/Account</u> | <u>Class Title</u> | <u>Amount</u> |
|-------------------|----------------------|--------------------------------|---------------|
| 2014 | 102-500732 | Contracts for Program Services | \$8,952.50 |
| | | Total | \$8,952.50 |

05-95-94-9400010-87500000-066-500556 HEALTH AND HUMAN SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

| State Fiscal Year | <u>Class/Account</u> | <u>Class Title</u> | <u>Amount</u> |
|-------------------|----------------------|--------------------|---------------|
| 2014 | 066-500556 | Employee Training | \$8,952.50 |
| | | Total | \$8,952.50 |

EXPLANATION

The purpose of this Request is to enter into a sole source agreement with John Gfroerer, d/b/a Accompany to produce two 25-30 minute web-based Realistic Job Preview videos illustrating the role and responsibilities of the state classified positions known as Mental Health Worker and Youth Counselor. The videos are part of the Department's recruitment and retention strategy and its larger workforce development initiative. Accompany has successfully produced three similar videos for the Department for other positions as part of a competitively bid award. This Request is to cover production of two additional videos and the editing and updating of the three previously completed videos. The Department seeks to engage this contractor on the basis that production costs remain the same as from the recently expired contract and the contractor is the producer of the previous Realistic Job Preview videos.

The Department has historically been challenged by persistent and high levels of staff turnover in both the Mental Health Worker and Youth Counselor job classifications. The total number of Mental Health Worker positions for 2012 (MHW II & III) is 195. The five-year average turnover rate from calendar year 2008 through calendar year 2012 for all Mental Health Worker positions was 21%. The total number of Youth Counselor positions (YCI, YCII, YCIII) is 55. The five-year average turnover rate from calendar year 2008 through calendar year 2012 for all Youth Counselor positions was 25%.

Impacts of this level of turnover are far ranging and include increased training and supervisory costs, losses in worker productivity, increases in worker stress, decreases in employee work satisfaction and morale, and diminished client service and outcomes. The ripple effects of the constant churning of front-line staff on the remaining employees are difficult to quantify but are undeniable.

Using a conservative metric of 1.5 times the annual salary/step 1, each early turnover costs the Department \$40,934 for the Mental Health Worker II position and \$40,934.00 for the Youth Counselor I position. The cost of producing a Realistic Job Preview video is more than realized after preventing only one early staff turnover.

The Realist Job Preview video is a recruitment and retention strategy designed to reduce early employee turnover (within the first 12 months) in positions that typically experience early and high turnover. The realistic job preview is a widely used business strategy employed by state agencies, not-for-profit entities, and private industry. The RJP video highlights both the challenges and rewards of the position in a realistic and factual manner, thus encouraging informed career choices and increasing post-employment job satisfaction.

The following are links to the previously produced Realistic Job Preview videos:

Introduction

http://www.dhhs.nh.gov/media/av/realisticjobpreview_intro.htm

Child Protective Social Worker

http://www.dhhs.nh.gov/media/av/realisticjobpreview_cpsw.htm

Family Services Specialist

http://www.dhhs.nh.gov/media/av/realisticjobpreview_fss.htm

Adult Protective Social Worker

http://www.dhhs.nh.gov/media/av/realisticjobpreview_apsw.htm

In developing the DHHS Realistic Job Preview, the project leads were guided by a publication funded by the Annie E. Casey Foundation, *The RJP Tool Kit: A How-To Guide for Developing a Realistic Job Preview*, September 10, 2007. The Toolkit was specifically designed for public sector and non-profit entities seeking strategies to address the problem of early turnover, and included a summary of research findings in support of the effectiveness of the RJP strategy. Several key empirical findings are cited below.

1. Realistic Job Previews are most effective when the job is:
 - Complex or difficult
 - Experiencing high rates of early turnover; or
 - Has important aspects that are unknown or misunderstood
(Martin, A.D. 1996. *Exploring the Upper Limits of Realistic Job Preview Effectiveness for Increasing Job Stability and Performance of New Employees*. Unpublished doctoral dissertation. Wayne State University.)

The Mental Health Worker and Youth Counselor positions meet all three criteria above.

2. Realistic Job Previews can positively impact turnover. Exposure to a Realistic Job Preview may give the applicant a more realistic picture of the job. When their experience on the job matches their expectations, they are more likely to be satisfied and less likely to leave voluntarily. Viewing an RJP pre-hire may also improve the employee's ability to cope with the demands of the new job, as they are aware of the challenges as they arise, and, again, are less likely to leave.

(Breugh, J.A. 1983. "Realistic Job Previews: A Critical Appraisal and Future Research Directions." *The Academy of Management Review*. October, 8 (4): 612-619.)

3. Applicants who enter a new job with realistic expectations are more likely to remain on the job and experience higher levels of job satisfaction and job performance. Realistic Job Previews also result in applicants feeling more positive about the agency because they believe the agency has been forthright with them about the realities and demands of the position.

(Baker, H.G. 1985. "The Unwritten Contract: Job Perceptions." *Personnel Journal*. 6 (7): 37 – 41. and Meglino, DeNisi et al. 1988. "Effects of Realistic Job Previews: A Comparison Using an Enhancement and a Reduction Preview." *Journal of Applied Psychology* 73 (2): 259 – 266.)

The Realistic Job Preview web video is one recruitment and retention strategy in a larger workforce development initiative. As the DHHS and State of New Hampshire move toward a statewide workforce development model there will be numerous opportunities for programs and interventions regarding recruitment and retention. The Realistic Job Preview is proposed as one such intervention in this model.

Staff turnover metrics will continue to be analyzed to assess the impacts of implementing a Realistic Job Previews video as part of the hiring process for the two selected positions. Data will be

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 22, 2013
Page 4

collected on the number of applicants who opt out of the application process after viewing the video, and consideration will be given to surveying post-hire worker satisfaction levels, comparing workers who viewed the RJP video pre-hire against a control group that did not.

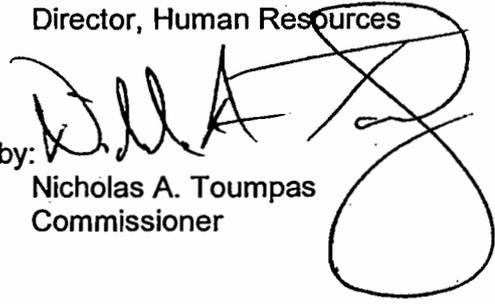
Area Served: Statewide.

Source of Funds: 77% Federal Funds and 23% General Funds.

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

Respectfully submitted,


Mark Bussiere
Director, Human Resources

Approved by: 
Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/dot

Peter C. Hastings
Acting Commissioner

June 3, 2013

Nicholas A. Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with John Gfroerer, d/b/a Accompany Video Production of Concord, NH (Vendor #163932), as described below and referenced as DoIT No. 2013-176.

This is a request to enter into a contract to produce two 10-minute web-based Realistic Job Preview (RJP) videos illustrating the roles and responsibilities of two state classified positions - Mental Health Worker and Youth Counselor. The contract will become effective upon Governor and Executive Council approval through December 31, 2013. The amount of the contract shall not to exceed \$17,905.00.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,
Peter C. Hastings
Peter C. Hastings

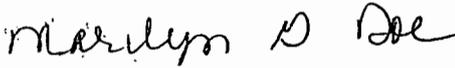
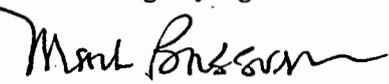
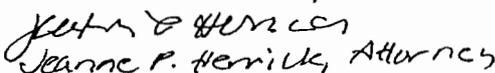
Subject: Realistic Job Preview Video Production Services

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 | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301 | |
| 1.3 Contractor Name John Gfroerer, d/b/a Accompany | | 1.4 Contractor Address 44 South Main Street Concord, NH 03301 | |
| 1.5 Contractor Phone Number 603-226-3130 | 1.6 Account Number 05-95-94-9400010-87500000-066-500556 and 05-95-42-413010-20240000-102-500732- | 1.7 Completion Date December 31, 2013 | 1.8 Price Limitation \$17,906 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory John Gfroerer, Sole proprietor | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5-21-13</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 Marilyn G. Doe, administrator II | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory MARK BUSSIERE DIRECTOR, HUMAN RESOURCES | |
| 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:  Attorney On: <u>27 May 2013</u> | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials:

Date:

[Handwritten Signature]
[Handwritten Date: 1-5-21-13]

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

CONTRACT PERIOD: July 1, 2013 (or date of Governor and Council approval, whichever comes later) through December 31, 2013

CONTRACTOR:

NAME: John Gfroerer, d/b/a Accompany
ADDRESS: 44 South Main Street
Concord, New Hampshire 03301

TELEPHONE: 603-226-3130

I. GENERAL TERMS AND CONDITIONS

The Contractor shall provide video production services to the Department of Health and Human Services (DHHS) in support of the Web-based Realistic Job Preview (RJP), which will be used by job applicants considering employment with the DHHS.

1. The RJP videos will conform to industry quality standards in all aspects of development and production.
2. The Contractor will provide the following deliverables:
 - A. Uncompressed video files delivered on the appropriate electronic media in any standard format.
 - B. Web-ready video files delivered on the appropriate electronic media in the following format:
 - i. 480px x 270px @ 250kb/sec (15 frames/sec) 24bit, .flv format;
 - ii. 480px x 320px @ 250kb/sec (15 frames/sec) 24bit, .flv format
 - iii. 160px x 120px @ less than 250kb/sec (15 frames/sec) 24bit, .swf
 - C. Ten (10) copies of each of the above files delivered on the appropriate electronic media (CD-ROM / DVD-ROM) and one (1) master DVD copy with face, spine, and sleeve.

All video footage will be filmed at locations in Central New Hampshire. DHHS retains final approval of filming locations, which may include, but are not limited to:

1. DHHS State Office located at 129 Pleasant Street, Concord, New Hampshire;
2. DHHS New Hampshire Hospital, located on Clinton Street, Concord, New Hampshire;
3. DHHS Sununu Youth Services Center, (SYSC) Manchester, NH

All dates, locations and shooting schedules shall be agreed upon between the Contractor and DHHS with a minimum of five (5) business days notice before the expected filming date.

The State of New Hampshire-DHHS shall own all rights, title and interest in and to any software, printed materials or other works, products or deliverables which result from Services rendered by the Contractor to the State of New Hampshire-DHHS under this Agreement. The works shall be deemed works made for hire of the State of New Hampshire-DHHS for all purposes of copyright law, and copyright shall belong solely to the State of New Hampshire-DHHS. In the event that any such work is adjudged to be not a work made for



Exhibit A

hire, the Contractor agrees to assign, and hereby assigns, all copyright and other rights in such work to the State of New Hampshire-DHHS. The Contractor shall, at the expense of the State of New Hampshire-DHHS, assist DHHS or its nominees to obtain copyrights, trademarks, or patents for all such works in the United States and any other countries. The Contractor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the State of New Hampshire-DHHS all the rights, title and interest in and to such works. The Contractor represents and warrants that the works will be free of any rightful claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

The Contractor agrees that DHHS shall have exclusive ownership rights to the master tapes, in all formats, and that DHHS may reproduce and/or modify the tapes at will.

II. CONFIDENTIALITY

The Contractor agrees to provide complete confidentiality in accordance with all applicable Federal and State law with regard to all confidential information, proprietary data, and any parts thereof to which the Contractor or any of its personnel gain access while engaged by the DHHS or while on property of the State of New Hampshire business premises.

1. These restrictions shall survive the termination of the Agreement for any reason and shall continue in full force and effect and shall be binding upon the Contractor or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest on behalf of or under the rights of the Contractor following termination.

Any proven breach of confidentiality by the Contractor may be deemed grounds for immediate termination of this Agreement.

III. ORDER OF PRECEDENCE

The Contract between the State of New Hampshire-DHHS and the Contractor shall comprise

1. This Agreement including all Exhibits and Attachments.

For interpretive purposes, in the event of conflict or ambiguity among the document elements of this Agreement, such conflict or ambiguity shall be resolved by giving precedence to the document elements in the following order:

1. New Hampshire Standard Agreement Terms and Conditions, Form P-37;
2. Exhibits A, B, C, D, E, F, G, H, I and J;

IV. CONTRACTOR RESPONSIBILITIES

The Contractor shall provide staff who are professionally competent and able to perform the services.

The Contractor shall provide pre-production consultation as needed in the areas of:

1. Script development;
2. Appropriate filming locations; and
3. Use of graphics and voiceovers.

The Contractor shall provide DHHS with professional guidance in the development of script to ensure a clear, factual and positive message is delivered through the video for each position and the introduction.

The Contractor shall assist the DHHS in preparing staff for successful and time-effective video shooting.

A handwritten signature in black ink, appearing to be "JGD", written over a horizontal line.



Exhibit A

The Contractor shall edit and update existing Realistic Job Preview videos at the direction of DHHS.

1. DHHS will, as necessary, provide the Contractor with the location for filming, script edits, and the narrator.

The Contractor shall produce separate video footage for two (2) DHHS positions, each of which will last no more than ten (10) minutes.

1. DHHS has identified the Mental Health Worker (MHW) and the Youth Counselor (YC) positions for the RJP video.
2. DHHS is responsible for identifying the DHHS staff that will participate in the video production; however, the Contractor is encouraged to make recommendations that will improve the quality of delivery of the RJP message.

The Contractor shall communicate and cooperate with DHHS staff to ensure the video reflects the policies and opinions of DHHS and meets the organization requirements and goals for the RJP video.

1. DHHS reserves the right to maintain editorial control and final approval over the production of the video including but not limited to:
 - a. Script;
 - b. Visual content;
 - c. Soundtrack;
 - d. Voiceovers;
 - e. Technical enhancements; and
 - f. Artwork and graphics.

The Contractor shall work cooperatively with DHHS to complete filming in a state human service agency with minimal disruption to agency operations, to insure professional and courteous conduct by all contract staff with all agency clients and staff, and strictly adhere to all agency client confidentiality requirements.

1. At no time shall the contractor film any DHHS location, client, staff or member of the public occupying a DHHS office, for any reason other than the completion of contract requirements, and then only with the specific direction of DHHS.

The Contractor shall provide all supplies and equipment necessary to successfully complete the terms and conditions of this Agreement.

The Contractor shall provide a warranty period of ninety (90) days, which will begin on the date of DHHS acceptance of the product and continue for the succeeding 90 days.

1. If within the last thirty (30) calendar days of the Warranty Period, the product fails to operate as specified, the Warranty Period will cease, and the Contractor will correct the deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further deficiencies with the product must be corrected and run fault-free for thirty (30) calendar days.

V. DHHS RESPONSIBILITIES

DHHS shall provide to the Contractor all pre-production work such as script development, storyboards, location recommendations, as well as narration and voiceovers.

1. General script topics and themes, focusing specifically on major job satisfiers and dissatisfiers, will be developed by DHHS to ensure all essential areas are covered.

[Handwritten initials and date]
A. J.
Date 1-10-13



Exhibit A

2. DHHS will allow the Contractor to provide input that will result in greater effectiveness of the RJP video but is not bound to accept nor include such input.

DHHS reserves the option to provide artwork, special effects, graphics and other production support.

DHHS is solely responsible for obtaining all necessary permissions and releases to video and identify individuals by name for staff performing in the RJP.

DHHS will provide to the Contractor within five (5) business days its approval or requirements for approval of any edit identified in the Approval and Testing Phase of the Agreement (See Exhibit B, Table 1).

VI. PRODUCTION SCHEDULE

The production of the RJP videos will include the following elements:

1. Project kick-off meeting with Contractor and DHHS staff;
2. Design and Development to review and edit script, and to identify DHHS staff that will perform in the videos;
3. Pre-production consultation during which the Contractor and DHHS will agree on tentative shoot dates and locations, and finalization of script for all videos;
4. Video shoots at DHHS locations;
5. Video edits;
6. Final product delivery; and
7. Implementation and user acceptance testing.

JR
11-25-17



Exhibit B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

Contractor: John Gfroerer d/b/a Accompany

Contract Period: July 1, 2013 – December 31, 2013

I. FUNDING OF CONTRACT

A. Subject to the Contractor's compliance with the terms and conditions of this Agreement, the Department of Health and Human Services shall reimburse the Contractor up to a maximum total payment of \$17,906 according to the deliverables table identified as TABLE I.

TABLE I

| Activity / Deliverable | Deliverable Date | Payment to Contractor |
|---|------------------|-----------------------|
| REQUIREMENTS | | |
| Project Kick-Off Meeting | 7/1/13 | N/A |
| Deliver Final Work plan | 7/15/13 | \$ 1,790.00 |
| DESIGN & DEVELOPMENT | | |
| Pre-production Consultation | 7/22/13 | N/A |
| Script Review and Edit | 8/22/13 | N/A |
| Final Approved Script | 9/3/13 | \$ 3,000.00 |
| Video Production Completed | 9/23/13 | \$ 3,116.00 |
| APPROVAL & TESTING | | |
| First Edit | 10/18/13 | N/A |
| Second Edit | 11/1/13 | N/A |
| Third and Final Edit | 11/8/13 | N/A |
| Delivery of final, approved version in all required formats | 11/22/13 | \$ 6,000.00 |
| IMPLEMENTATION | | |
| Thirty (30) days post implementation | 12/22/13 | \$ 4,000.00 |
| TOTAL | | \$ 17,906.00 |

B. In the event that approval of this Agreement by the Governor and Executive Council is delayed beyond July 1, 2013, the deliverable dates stated in TABLE I shall be incrementally increased to reflect the actual date of Governor and Council approval as the date of the Project Kick-Off meeting with subsequent dates extended in accordance with the timeline's modified begin date provided all terms of the agreement are met on or before December 31, 2013.

C. The Contractor will submit invoices in accordance with the completion of deliverables as stated in TABLE I, and the acceptance of deliverables by the Department of Health and Human Services.

1. Invoices shall be submitted in a format that identifies: the deliverable, the date of completion, and the amount billed for the deliverable. The invoice will be sent to:

Lori Weaver, Office of the Commissioner
 Department of Health and Human Services
 129 Pleasant Street, Brown Building
 Concord, New Hampshire 03301

JG
 5-21-13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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 Contractor's 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:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor 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.

10.1 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.

10.2 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.

11. 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.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 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.

13. 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.

14. 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:

14.1 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.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – 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.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL PROVISIONS

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence;

Remainder of page intentionally left blank

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(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;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

John G. Froese From: 7/1/13 To: 12/31/13
 (Contractor Name) (Period Covered by this Certification)

John G. Froese, owner
 (Name & Title of Authorized Contractor Representative)

[Signature] 5-21-13
 (Contractor Representative Signature) (Date)

Contractor Initials: A.F.
 Date: 5-21-13

NH Department of Health and Human Services

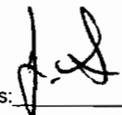
STANDARD EXHIBIT F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials: 

Date: 5-21-13

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 information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

Contractor Initials: J.D.

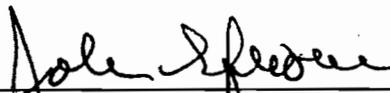
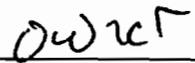
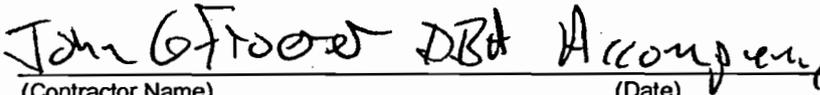
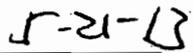
Date: 5-21-13

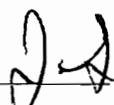
LOWER TIER COVERED TRANSACTIONS

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

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

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

| | |
|---|--|
|  |  |
| _____ (Contractor Representative Signature) | _____ (Authorized Contractor Representative Name & Title) |
|  |  |
| _____ (Contractor Name) | _____ (Date) |

Contractor Initials: 
 Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 _____
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

John G Froeter DBA/ Accompany 5-21-13
(Contractor Name) (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

John Dyer (Contractor Representative Signature) owner (Authorized Contractor Representative Name & Title)

John G Froerer DBA Aircompany (Contractor Name) 5-21-13 (Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

DHHS - HUMAN RESOURCES
The State Agency Name

JOHN GROEGER
Name of the Contractor

Mark Bossier
Signature of Authorized Representative

John Groeger
Signature of Authorized Representative

Mark Bossier
Name of Authorized Representative

John Groeger
Name of Authorized Representative

DIRECTOR
Title of Authorized Representative

OWO
Title of Authorized Representative

5/21/13
Date

5-21-13
Date

Contractor Initials: J.G.
Date: 5-21-13

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: _____

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

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

Contractor initials: J.F.
Date: 5.21.13
Page # 2 of Page # 2

State of New Hampshire
Department of State

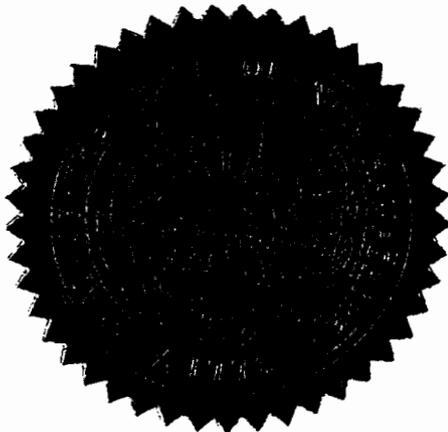
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACCOMPANY is a New Hampshire trade name registered on September 21, 1995 and that John Gfroerer presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of May, A.D. 2013



William M. Gardner
Secretary of State



Accompany

Video Production

44 South Main Street
Concord, New Hampshire 03301
603-226-3130
www.AccompanyVideo.com

To Whom It May Concern,

Accompany is a sole Proprietorship, owned by John Gfroerer. We have no employees, and therefore do not need a Workers Compensation policy.


John Gfroerer
May 20, 2013

Maulyn D Doe
state of NH, County of Merrimack
20th day of May 2013
my commission expires: 5.9-17