



STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

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Margaret Wood Hassan, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 852-3405 VM or TTY
Fax: (603) 271-2837

April 17, 2013

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

Solo Source

REQUESTED ACTION

1. Authorize the Governor's Commission on Disability to enter into a **sole source** contract amendment with Northeast Deaf and Hard of Hearing Services, Inc, (NDHHS) of Concord, NH (vendor code 159021-B001) for \$184,500.00, increasing the contract amount from \$184,500.00 to \$369,000 to allow for the continued telecommunication services to eligible individuals.. The original contract was approved by Governor and Council on June 22, 2011, item #6, 100% Other Funds (PUC).
2. To further authorize an extension of the contract expiration date from June 30, 2013 to June 30, 2015 effective upon Governor and Council approval.

Funding is anticipated to be available in the 01-02-02-020510-1007, Governor's Commission on Disability, Telecommunications Assistance:

	<u>FY2014</u>	<u>FY2015</u>
571 Pass Thru Grants	\$92,250.00	\$92,250.00

EXPLANATION

Due to our search for a new Executive Director, secretary, budget production and reduction process, as well as other unforeseen events, we were unable to develop a new Proposal Request in a timely manner, as well as deal with these other issues in a complete and professional manner that would reflect favorably on the State of New Hampshire that we thought it best to request an extension of this contract requiring this contract to be **sole source**. This program was set up to distribute telecommunications equipment to eligible individuals, to teach, evaluate, and otherwise assist applicants in accordance with the Telecommunications Assistance Program. As of March 31, 2013, the program has provided 290 applications for callers and presented 33 Outreach Presentations and Exhibits. They have distributed approximately 190 pieces of equipment serving across six (6) Disability Criteria with some clients listing more than one (1) disability (copy of report attached).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Contract Extension Request
April 17, 2013
Page 2

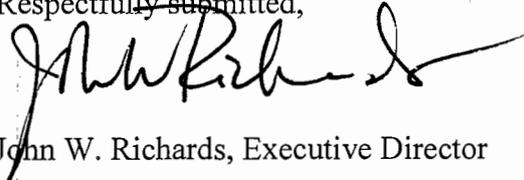
The individuals noted above came to the program through various venues. Some came as a result of Health and Human Services program inclusion, Vocational Rehabilitation recommendations, and some through presentations at events attended by Northeast Deaf and Hard of Hearing Services. Additionally, NDHHS itself serves the Deaf and Hearing Impaired community so callers are already familiar with what they could possibly locate through this entity.

The Governor's Commission on Disability worked closely with NDHHS over the years to define and refine the product and to watch their progress. One of the areas of immense importance to us was the way the vendor dealt with applications (a copy of the current application is attached). We noted that after careful review of all the required information the vendor made careful review of equipment available to best serve the needs of the individual and any accessories to further enhance the product. Further, the individual performing the evaluations carefully explained the process and verifies that they meet all eligibility criteria set forth in the Administrative Rules (PART Gcd 303 ELIGIBILITY FOR PARTICIPATION IN TEAP AND APPLICATION PROCESS), but better yet, treated the applicant with dignity and humanity. A copy of this Rule is included with this Request. Their accounting department is extremely cautious regarding the program funds and strives to be diligent and timely.

Additionally, since NDHHS was awarded this program July 1, 2009, we have received numerous complimentary letters from satisfied clients who noted that they had gone over and above what they expected as satisfactory service. For those reasons, we were highly satisfied that we could continue this particular contract with a high level of confidence in the vendor: Northeast Deaf and Hard of Hearing Services.

In March of 2011 the Governor's Commission on Disability released its Request for Proposal (RFP 2011) and received two proposals. These competing proposals were reviewed by two members of the Telecommunications Committee and the Executive Director of the Commission. Each proposal was rated based on a number of factors including ability to serve a wide range of individuals with disabilities and to provide in-kind services so that the most funding possible could be used to purchase adaptive telecommunications equipment for eligible people with disabilities. As a result of this review, NDHHS proved best able to provide the most complete service to the widest range of people with disabilities in the opinion of the committee. The Northeast Deaf and Hard of Hearing Services, Inc, has served the program well and extending this contract is in the best interest of the state and the recipients of the service.

Respectfully submitted,



John W. Richards, Executive Director

Attachments:
Amendment
Monthly Report from Vender
GCD Admin Rules 300 Telecommunication
Application
Original G&C Item & Contract

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated April 30, 2013, by and between the Governor's Commission on Disability (hereinafter called the "Commission") and Northeast Deaf & Hard of Hearing Services (hereinafter called the "Provider"), of 57 Regional Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement"), dated May 11, 2011, approved by the G&C on June 22, 2011, item #6, the Provider agreed to perform certain services upon the terms and conditions specified in the Agreement and Exhibits and in consideration of payment by the Commission of certain sums as specified therein;

WHEREAS, pursuant to Section 18 of the Agreement, the 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 (G&C) waiver or discharge by the Governor and Executive Council of the State of New Hampshire."

WHEREAS, the Provider and the Commission have agreed to amend the Agreement to extend the Contract for a further two years.

NOW THEREFORE, in consideration of the foregoing, the parties do hereby agree as follows;

Amendment of Agreement:

1. All Terms and Conditions of the current Contract shall be continued in the extended two (2) years in order that the Commission shall be enabled to complete certain necessary tasks required of the Commission.
2. The Insurance Certificate, Certificate of Authority and the Certificate of Good Standing shall be made current and shall be active during the two (2) years of the extension.
3. The term and funding of the Amendment to the Original term of July 1, 2011 through June 30, 2013 shall be extended from July 1, 2011 through June 30, 2015 as follows:

	FY 2012	FY 2013	FY 2014	FY 2015	Total
Program Reimbursement	\$92,250	\$92,250	\$92,250	\$92,250	\$369,000
Additional Funds	\$0	\$0	\$0	\$0	\$0
Totals:	\$92,250	\$92,250	\$92,250	\$92,250	\$369,000

Replace EXHIBIT B – CONTRACT PRICE/TERMS OF PAYMENT second sentence with the following: *"The total reimbursement for program expenses shall not exceed \$369,000 and dispensed in quarterly payments."*

4. Effective Date of Amendment: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

5. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

STATE OF NEW HAMPSHIRE
Governor's Commission on Disability

By John W. Richards
John W. Richards, Executive Director

Northeast Deaf and Hard of Hearing Services, Inc.

By Susan Wolfe-Downs
Susan Wolfe-Downs, MS, Executive Director

State of New Hampshire, County of Merrimack.

On (date) May 23, 13, before the undersigned officer, personally appeared, Susan Wolfe-Downs who satisfactorily proved to be the person identified above as the authorized signatory for Northeast Deaf and Hard of Hearing Services, Inc., and executed the foregoing instrument by signing her name.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gayle Baird
Notary Public / Justice of the Peace
Nov. 14, 2017
My Commission Expires



Mike Bern
Approved by the Office of the Attorney General:

5/24/13
Date

Approved by the NH Governor and Executive Council:

Date

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 NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC. is a New Hampshire nonprofit corporation formed April 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 19th day of February A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Peter Simoneau, certify that as of May 24, 2013, the following resolution is duly authorized by the Governing Board of Northeast Deaf and Hard of Hearing Services, Inc.

RESOLUTION: That Susan Wolf-Downes, Executive Director, of Northeast Deaf and Hard of Hearing Services, Inc, is hereby authorized to enter into a contract/agreement with The Governor's Commission on Disability to provide the following described services: To enter into 2 year contract (July 1, 2013 to June 30, 2015) or upon Governor and Council approval, whichever is later) with the Governor's Commission on Disability for the New Hampshire Telecommunications Equipment Distribution Program.

This resolution has not been amended or revoked, and remains in full force and effect as of the date hereof.

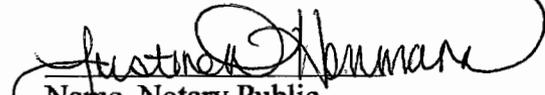
I, the undersigned officer, hereby certify that as of this date, Peter Simoneau, is the Secretary of the Governing Board of Northeast Deaf and Hard of Hearing Services, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the above-named entity, this 24th day of May, 2013.

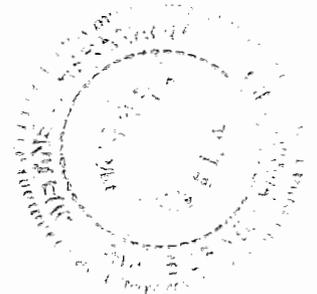

Peter Simoneau, Secretary

THE STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On the 24th day of May, 2013 before me, the undersigned notary public, personally appeared Peter Simoneau, and acknowledged himself to be the Secretary of the above named entity and as such, executed the foregoing instrument for the purpose therein contained.


Name, Notary Public
My Commission expires _____

JUSTINE D. HERRMANN NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES OCT 26, 2016
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/19/2013

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:		
INSURED Northeast Deaf and Hard of Hearing Services, Inc. 57 Regional Drive, Suite 4 Concord, NH 03301-8518	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Maine Mutual Group Insurance Co		
	INSURER B: Travelers Indemnity Co.		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BP10950012	04/23/2013	04/23/2014	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000	
	AUTOMOBILE LIABILITY							PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS						\$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$				
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> AUTOS			BODILY INJURY (Per person) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			KU10950012	04/23/2013	04/23/2014	EACH OCCURRENCE \$1,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$1000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB0334N61613	04/14/2013	04/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$500,000	
							E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Comp State - NH

CERTIFICATE HOLDER Governor's Commission on Disability 57 Regional Drive 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
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**Northeast Deaf and Hard of Hearing Services
Telecommunication Equipment Distribution Program July 2013**

July 2012-June 2013

Applications	YTD Total	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Application Pkgs Req'd from NDHHS Office	290	25	24	31	103	16	13	31	15	32			
Applications Received	104	16	10	15	12	6	11	8	15	11			
Applications Received Outreach	2		2										
Outreach Presentation & Exhibits	31	4	3	4	7	3	1	3	2	4			
Equipment													
YTD Total	192	32	27	26	25	11	16	15	21	19	0	0	0
Total Number of Pieces	62	13	7	4	9	5	5	6	5	8			
Amplified Phone	6		1	1	1		1		2				
TTY	29	3	6	7	2	2	1	3	3	2			
Cap Tel Phone	5	1	1	1	1	1							
Speakerphone	40	8	2	5	6	2	3	3	5	6			
Signaler	50	7	10	8	6	1	6	3	6	3			
Accessories	22						22						
Disposal of damaged equipment													
Primary Disability Criteria	YTD Total	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Hard of Hearing	75	14	8	7	11	6	4	9	8	8			
Deaf	4	2		1						1			
Speech Impaired	6		1	1	1	1	1	1	2				
Physical Disability	5		1	1	2	1		1					
Vision Impaired	9	2		1	1	1	2		1	1			
Cognitive													
Secondary Disability Criteria	YTD Total	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Hard of Hearing	8	1		2	1	1	1	1	1				
Deaf	0												
Speech Impaired	2	1						1					
Physical Disability	19	3	2	2	1	2	2	4	2	1			
Vision Impaired	11	1	2	2	1		1	1	2	1			
Cognitive													
Equipment Budget	YTD Total	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13
Anticipated Monthly Expense - Equipment	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28	\$3,513.28
Actual Months Expended	\$26,987.42	\$4,231.97	\$4,669.50	\$3,589.89	\$3,013.93	\$1,495.69	\$2,090.12	\$2,490.50	\$3,171.99	\$2,233.83	\$0.00	\$0.00	\$0.00
Minus Cost Share	\$1,343.23	\$306.41	\$237.17	\$0.00	\$54.50	\$240.47	\$79.97	\$204.75	\$120.77	\$99.19	\$0.00	\$0.00	\$0.00
Total Actual Spent for month	\$25,644.19	\$3,925.56	\$4,432.33	\$3,589.89	\$2,959.43	\$1,255.22	\$2,010.15	\$2,285.75	\$3,051.22	\$2,134.64	\$0.00	\$0.00	\$0.00
Grant Amount (Equipment Only)	\$40,000.00	\$42,159.41	\$38,233.85	\$33,801.52	\$30,211.63	\$27,252.20	\$25,996.98	\$23,986.83	\$21,701.08	\$18,649.86	\$16,515.22	\$16,515.22	\$16,515.22
Prior Year Balance	\$2,159.41												
Balance of Grant	\$16,515.22	\$38,233.85	\$33,801.52	\$30,211.63	\$27,252.20	\$25,996.98	\$23,986.83	\$21,701.08	\$18,649.86	\$16,515.22	\$16,515.22	\$16,515.22	\$16,515.22



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free] Voice or TTY
(603) 271-2837 FAX

May 11, 2011

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

REQUESTED ACTION

Authorize the Governor's Commission on Disability to enter into an agreement with Northeast Deaf and Hard of Hearing Services, Inc, (NDHHS) of Concord, NH (vender code 159021-B001) for the distribution of telecommunications equipment, in an amount not to exceed \$184,500.00 for the period beginning July 1, 2011 or upon Governor and Council approval, whichever is later, through June 30, 2013. 100% Other Funds (PUC).

Funding is anticipated to be available in the following account pending budget authorization:

Account Number	Description	FY2012	FY2013
01-02-02-020510-1007-571	Telecommunications Assistance	\$92,250.00	\$92,250.00

EXPLANATION

RSA 362-E established a Telecommunications Assistance Program to be administered and implemented by the Governor's Commission on Disability. This program was set up to distribute telecommunications equipment to eligible individuals, to teach, evaluate, and otherwise assist applicants in accordance with the Telecommunications Assistance Program.

A Request for Proposals was published in the Concord Monitor March 7th through March 9th, 2011, for this continuing program. Northeast Deaf and Hard of Hearing Services, Inc. (57 Regional Drive, Concord, NH and Granite State Independent Living GSIL (21 Chennel Drive, Concord, NH) were the only respondents. These competing proposals were reviewed by two members of the Telecommunications Committee and the Executive Director of the Commission. Each proposal was rated based on a number of factors including ability to serve a wide range of individuals with disabilities and to provide in-kind services so that the bulk of the money could be used to purchase adaptive telecommunications equipment for eligible people with disabilities. As a result of this review, NDHHS proved best able to provide the most complete service to the widest range of people with disabilities in the opinion of the committee.

Respectfully submitted,

John W. Richards, Executive Director

Attachments:
Signed Agreement
RSA 362-E

Subject: Telephone Equipment Distribution Program Contract FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Governor's Commission on Disability		1.2 State Agency Address 57 Regional Drive, Suite 3, Concord, NH 03301	
1.3 Contractor Name Northeast Deaf and Hard of Hearing Services, Inc.		1.4 Contractor Address 57 Regional Drive, Concord, NH 03301	
1.5 Contractor Phone Number 603/224-1850	1.6 Account Number 01-02-02-020510-10070000	1.7 Completion Date June 30, 2013	1.8 Price Limitation ***\$184,500.00**
1.9 Contracting Officer for State Agency John W. Richards, Executive Director		1.10 State Agency Telephone Number 603/271-2773	
1.11 Contractor Signature <i>Susan Wolf-Downes</i>		1.12 Name and Title of Contractor Signatory Susan Wolf-Downes, MS.ED. (See Article IV, By-Laws)	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/27/11</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] <i>Linda A. Manugian</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>LINDA A. MANUGIAN</u> LINDA A. MANUGIAN, Notary Public My Commission Expires February 7, 2012			
1.14 State Agency Signature <i>John W. Richards</i>		1.15 Name and Title of State Agency Signatory John W. Richards, Executive Director	
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: <i>Rosemary Wight</i> On: <u>6-3-11</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A – SCOPE OF SERVICES

NORTHEAST DEAF AND HARD OF HEARING SERVICES INC. will:

1. For the period beginning July 1, 2011 or upon Governor and Council approval, whichever is later, NDHHS will maintain an equipment distribution program that will enable qualified persons in New Hampshire to access telephone service through the use of telecommunications equipment assistance. To provide access to those persons who without appropriate equipment would not be able to use the telecommunication services effectively, and thus would be unable to access public safety programs. As a part of the outreach function, applications will be made widely available to ensure that those qualified to be equipment recipients have the opportunity to apply.
2. Maintain an application process.
3. Maintain a distribution process.
4. Maintain a complaint resolution process.
5. Maintain a statewide outreach program.
6. Provide an annual budget.
7. Provide monthly updates. The monthly report shall show equipment provided specific to disability served and geographic distribution. All reports will be provided in accessible format.
8. Perform all requirements of the Request for Proposal and Proposal presented by Northeast Deaf and Hard of Hearing Services Inc. dated April 1, 2011.

EXHIBIT B – CONTRACT PRICE/TERMS OF PAYMENT

The acceptance of Northeast Deaf and Hard of Hearing Services, Inc.'s proposal by the Governor's Commission on Disability will be the basis for reimbursement.

Limitation of Price: The total reimbursement for program expenses shall not exceed \$184,500 and dispensed in quarterly payments.

EXHIBIT C – TERMS OF CONTRACT

Pursuant to the Code of Administrative Rules Section 311.07(a)(6)(g), this contract cannot be modified in any respect without prior approval by the Governor and Council.

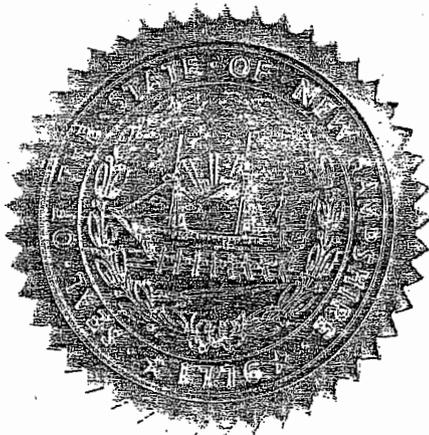
The parties agree that the One Million (\$1,000,000) Dollar General Liability and One Million (\$1,000,000) Dollar Exception Umbrella are sufficient given the nature of this Contract.

At the end of this contract period, the project will go out to bid.

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 NORTHEAST DEAF AND HARD OF HEARING SERVICES, INC. is a New Hampshire nonprofit corporation formed April 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and 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 18th day of March A.D. 2011

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

William M. Gardner
Secretary of State



NDHHS
Northeast Deaf and
Hard of Hearing Services, Inc.

57 Regional Drive, Concord, NH 03301

603-224-1850

Northeast Deaf and Hard of Hearing Certification

I, Norman Lafond, hereby certify that I am the duly elected Chairman of Northeast Deaf and Hard of Hearing. I hereby certify that a vote was taken on 6/5/11 authorizing Susan Wolf-Downes, Executive Director, to sign all documents required to execute a contract with the State of New Hampshire, Governor's Commission on Disability.

I further certify that said vote has not been amended or repealed and remains in full force and effect as of this date, June 6, 2011.

Signature Norman E. Lafond

Date 6/6/11

Notarize:

TRICIA M. ABOOD, Notary Public
My Commission Expires June 25, 2013

as may, from time to time, be assigned to him or her by the Board of Directors or by the Chairperson.

SECTION 9: DIRECTOR PRO TEM:

In the event that an Officer is temporarily unavailable or unable to perform his or her duties, the Board of Directors may elect a temporary replacement pro tem.

SECTION 10: COMPENSATION:

Officers shall receive no compensation for attendance at regular or special meetings or for services rendered to the Corporation, but may be reimbursed for actual expenses incurred in attending regular or special meetings or incidental to services performed for the Corporation.

ARTICLE IV - EXECUTIVE DIRECTOR

The Executive Director shall be the chief executive and administrative officer of the Corporation and shall have general and active supervision and direction over the day-to-day business and affairs of the Corporation and over its several officers, subject, however to the direction and control of the Board of Directors. The Executive Director shall sign or counter sign all certificates contracts and other instruments of the Corporation as authorized by the Board of Directors. The Executive Director shall have such other powers and duties as the Board of Directors may from time to time determine.

ARTICLE V - CONTRACTS, CHECKS, NOTES, ETC.

SECTION 1: EXECUTION OF CONTRACTS:

All contracts and agreements authorized by and serve at the pleasure of the Board of Directors, and all checks, drafts, notes, bonds, bills of exchange and orders for payment of money shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two of the following officers: The Chairperson of the Board, Treasurer or Secretary. The Board of Directors may, however, authorize any one of said officers to sign contracts, agreements, checks, drafts and orders for the payment of money singly and without necessity of countersignature, and may designate officers and employees of the Corporation other than those named above, or different combinations of such officers and employees, who may in the name of the Corporation, execute checks, drafts, and orders for the payment of money on its behalf.

SECTION 2: LOANS:

No loans shall be contracted on behalf of the Corporation and no negotiable paper shall be signed in its name unless authorized by resolution of the Board of Directors. When authorized by the Board of Directors so to do, the Chairperson or Treasurer of the Corporation thereunto authorized may effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances may make, execute and

Client#: 39554

NEDEA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/11

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).

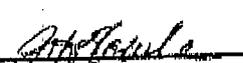
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
	EMAIL ADDRESS:	
INSURED Northeast Deaf and Hard of Hearing Services, Inc. 57 Regional Drive Concord, NH 03301	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Maine Mutual Group Insurance Co	
	INSURER B: Travelers Indemnity Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				BP10950012	04/23/2011	04/23/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO J/C1 <input type="checkbox"/> LOC								
A	<input type="checkbox"/> 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								
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10000				KU10950012	04/23/2011	04/23/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input checked="" type="checkbox"/> N	N/A	04/14/2011	04/14/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMIT(S) <input type="checkbox"/> OTH-PR E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Governor's Commission on Disability Attn: Gayle Bird Regional Drive Concord, NH 03301 Fax# 603 271-2837	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 
--	--

STANDARD EXHIBIT I

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. 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. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "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).
- f. "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.
- g. "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.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

(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 immediately notify Business Associate 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 on the 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, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

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, 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 and the Privacy and Security Rule.

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.

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Northwest Drafting & Design Services

Susan Wolf-Downes

SUSAN WOLF-DOWNES

Executive Director

5-27-11

Notary 5/27/11
[Signature]

LIN A. MANUGIAN, Notary Public
My Commission Expires February 7, 2012

PROPOSAL REVIEW FOR ADMINISTRATION OF EQUIPMENT DISTRIBUTION PROGRAM

Reviewer's Name: _____ Applicant: _____

	Possible Points	Points Awarded	Comments
Part 1, 1.10	10		
Part 1, 1.16	5		
Part 1, 1.17	10		
Part 2, 1.0	35		
Part 2, 2.0	10		
Part 2, 3.0	10		

PRELIMINARY WORK PLAN - A preliminary work plan shall be provided in the candidate's proposal.

PRIOR EXPERIENCE - The contractee is to submit a statement of similar projects conducted previously. Programs or projects should be identified and the name of the client shown, including the name, address, and phone number of the responsible official of the client who may be contacted.

RESOURCES - The proposal is to include the names, education, and experience of key personnel who will actually perform the work.

RESPONSIVENESS OF THE PROPOSAL TO THE RFP - The contractee should demonstrate an understanding of the Commission's objectives, and the nature and scope of the work involved. Indices include a clear strategy for management of the project in close coordination with the Commission; appropriate techniques for thorough analysis of information, time management, and the contractee's approach to this project.

DEMONSTRATED ABILITY - This evaluation will review the demonstrated experience, knowledge, product quality, and technical capability of the contractee in working on similar projects to determine the contractee's ability to do this project.

QUALIFICATIONS - The Commission will review the professional qualifications of the individuals who will perform services.

PROPOSAL REVIEW FOR ADMINISTRATION OF EQUIPMENT DISTRIBUTION PROGRAM

Reviewer's Name: _____

Applicant: _____

	Possible Points	Points Awarded	Comments
Part 2, 4.0	20		
NOTE -			
The following budget elements must be taken into consideration when assigning a point score to the "Budget (Cost)" item above.			
A.			Provide the cost on per hour basis for wages and fringe benefits for the following: Administrative. Technical. Clerical.
B.			Provide the estimated yearly costs for office space.
C.			Provide the estimated yearly costs for travel budget.
D.			Provide the estimated yearly costs for supplies.
E.			Provide the estimates costs for postage.
F.			Provide the estimated yearly costs for promotions. State a description of each type of promotion and the costs.
G.			Provide the estimated yearly costs for subcontracts. Include a description of the services expected to be performed by each subcontractor and the estimated costs.
H.			Provide the estimated yearly costs for telephone service. Include a breakdown by each type of service.
I.			State the estimated total number of hours per year to administer the equipment distribution program.
J.			State the total estimated yearly costs of administering the equipment distribution program.
Totals		100	0

Company	Committee Members	Part 1, 1.10 Preliminary Work Plan	Part 1, 1.16 Prior Experience	Part 1, 1.17 Resources	Part 2, 1.0 Responsiveness of the Proposal to the RFP	Part 2, 2.0 Demonstrated Ability	Part 2, 3.0 Qualifications	Part 2, 4.0 Budget (Cost)	100 Total Points	Grand Total Points for this Company
GSIL	Bill F.	6.00	3.00	5.00	30.00	8.00	7.00	18.00	77.00	233.00
	John R.	6.00	4.00	7.00	32.00	9.00	8.00	15.00	81.00	
	Mary L.	6.00	3.00	7.00	30.00	7.00	8.00	14.00	75.00	
NDHHS	Bill F.	10.00	5.00	10.00	32.00	10.00	8.00	18.00	93.00	276.00
	John R.	7.00	5.00	9.00	33.00	9.00	9.00	19.00	91.00	
	Mary L.	9.00	5.00	10.00	30.00	10.00	9.00	19.00	92.00	

** Send Acceptance Letter to _____ (points?) and Regrets Letter to _____ (points?).